



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 17, 2024

AGENDA

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

A. OPENING

1. Invocation by Pastor Joshua Owen from Spruce Creek Presbyterian Church
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Childhood Cancer Awareness Month

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. September 3, 2024 - Regular City Council Meeting
 - b. September 4, 2024 - Special City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of the Annual Service Agreement with Halifax Humane Society (HHS)
 - b. Approval to Award ITB #24-12 to All State Civil Construction, Inc. for Oceans Lift Station Rehabilitation
9. Resolution No. 24-27 - Revising Procedures for Dangerous Dog Hearings
10. Resolution No. 24-36 - Reimbursement Resolution for Parks Bond Capital Improvements
11. Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)

12. Approval of Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs) for FY 25 and 26

13. Approval of Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF)

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

E. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Citizen Advisory Committee for TPO

G. PUBLIC HEARING

16. Second Reading - Ordinance No. 2024-15 - Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

17. Second Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

H. REGULAR AGENDA

18. Resolution No. 24-37 - Approving MissionSquare Deferred Contribution Plan Amendments

I. ADDITIONAL ITEMS

19. City Attorney

20. City Manager

J. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

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

b. First Step Shelter - Mayor Don Burnette

c. Roundtable of Elected Officials - Mayor Don Burnette

d. ArtHaus - Councilman Tracy Grubbs

K. ADJOURNMENT

Regular City Council Meeting

9/17/2024

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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
SEPTEMBER 3, 2024

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

Invocation by Pastor Mike Swingle from First Baptist Church of Harbor Oaks

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Tracy Grubbs Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Manager/City Clerk Robin Fenwick

RECOGNITION AND PROCLAMATIONS

4. Public Utilities Departmental Improvements - Steve Parnell

Steve Parnell, Public Utilities Director, provided details of departmental improvements and thanked the staff for their efforts. Council also thanked staff for going above and beyond to bring cost savings and efficiencies to their work.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve was made by Vice Mayor Scott Stiltner and Seconded by Councilman Tracy Grubbs. Motion carried unanimously by voice vote.

7. Approval of Minutes
 - a. August 21, 2024 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 16 with Kimley-Horn & Associates, Inc. for services relating to the Port Orange Vulnerability Assessment
 - b. Approval of Task Authorization No. 2 under the Standard Contract for Services CA8193 (ITB23-07) with Danus Utilities, Inc. for Sanitary Sewer Manhole Rehabilitation for Biro St, Old Sugar Mill Road, and Briarwood Area.
 - c. Approval of Task Authorization No. 17 with Kimley-Horn & Associates for the Oceans Lift Station Construction Phase Services
 - d. Approval of Task Authorization No. 10 with Mead & Hunt for a Collection System Action Plan and Power Outage Contingency Plan
 - e. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
9. Resolution No. 24-29 - Ratifying the Results of the 2024 City Council General Election
10. Resolution No. 24-30 - Revision to Parks and Recreation Fees
11. Approval of Partial Release of Utility Easement on Lot 1, Block H, of Allendale (5000 Westridge Avenue)
12. Interlocal Agreement with Volusia County - Collection of Volusia County Thoroughfare Road Impact Fees

Motion to approve was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Jordan Snipes, citizen, spoke regarding an event he is sponsoring to bring awareness to mental health issues among first responders and veterans.

Mike Poniatowski, Volusia County citizen, spoke regarding drainage concerns and flooding issues since Westport Reserve was built. He thanked Code Enforcement staff for their help in resolving the maintenance of the ponds in Westport Reserve.

Barbara Ann Heegan, Port Orange/South Chamber of Commerce Executive Director, spoke regarding their upcoming Leadership program.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Jonathan Foley spoke regarding the cost recovery of fees in Parks and Recreation. He would like to increase the current goal of recovering 30% in the future.

14. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager, provided details regarding the current finances and condition of the golf course. Leslie House, Sales and Marketing Director, discussed the awards received for the course.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Golf Advisory Board Report

Richard Lee, Chair, provided an update of the recent meeting and thanked the KemperSports Staff for their work.

REGULAR AGENDA

16. First Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

Matt Jones, City Attorney, read Ordinance No. 2024-16.

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES CHAPTER 10, SECTION 10-9, TO CLARIFY THE REFERENCES REGARDING PROCEDURES FOR DANGEROUS DOG HEARINGS AND CONFIRMING SUBPOENA POWER TO THE SPECIAL MAGISTRATE FOR DANGEROUS DOG CASES AND HEARINGS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-16 was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs.

Sgt. Bill Harrison, spoke regarding the details of the requested changes to the dangerous dog hearing procedures.

Motion carried unanimously by roll call vote.

17. City Attorney

There were none.

18. City Manager

There were none.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. River to Sea TPO - Councilman Grubbs provided details from their recent meeting.

b. Police Pension Board - Councilman Drew Bastian

The update was provided on August 21, 2024.

c. Fire Pension Board - Councilman Jonathan Foley

The update was provided on August 21, 2024.

ADJOURNMENT 7:08 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 4, 2024

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

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Councilman Jonathan Foley
Councilman Tracy Grubbs
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present:

City Manager Wayne Clark
City Attorney Matthew Jones
Assistant City Manager/City Clerk
Robin Fenwick

DISCUSSION / ACTION

4. Discussion on Tentative City Millage and Tentative City Budget for FY 2025

Mayor Don Burnette announced the public hearing is now convened to discuss the millage rate and budget. The Fiscal Year (FY) 2025 Budget commences on October 1, 2024, and continues through September 30, 2025. We will begin with the City Council discussion of the tentative millage necessary to fund the FY2025 tentative budget for the City of Port Orange. The City of Port Orange is the taxing authority and the current year taxable value for operating purposes is \$5,519,205,501.

The tentative millage rate is \$4.975 mills per \$1,000 of valuation which represents a 7.84% increase in ad valorem tax revenues above the rolled-back rate of \$4.6134.

In addition to the foregoing tentative millage levy, there is a voter approved millage levy of 0.1720 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

Mayor Don Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase.

Wayne Clark, City Manager, provided details on the increases, which include contractual salary increases for staff, as well as price increases on vendor contracts, additional funding for street paving, sidewalk repairs, health insurance among other

Mayor Don Burnette provided information regarding the millage rate increase and how it affects the actual increase in revenues. He asked for Council discussion regarding the reasons for the increase in the tentative millage above the rolled back rate.

Councilman Jonathan Foley spoke on the increases in the economy and understands the City also sees those increases and must adjust.

Councilman Drew Bastian supports the millage rate presented to cover the cost of the increases necessary to run the City. It remains one of the lowest rates in the county but allows staff to execute.

Councilman Tracy Grubbs agreed with Councilman Bastian and thanked management and staff for the efficiencies and improvements in processes.

Vice Mayor Scott Stiltner asked the City Manager to discuss the FEMA program allowing residents to raise or demolition their homes that were flooded during recent storms. Mr. Clark explained the program and the cost to the City to participate in the program. Vice Mayor Stiltner would like to see the millage rate lower but is happy that services have not been cut.

Mayor Don Burnette pointed out that Port Orange is not the largest city in the county but has the most homesteaded properties than any other county. He thanked Port Orange businesses who bear the brunt of the tax burden.

There were no public comments.

5. Resolution No. 24-34 - Adopting the Tentative Millage Rate for FY 2024-2025

Matt Jones, City Attorney, read Resolution No. 24-34.

RESOLUTION NO. 24-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 TO SEPTEMBER 30, 2025); PROVIDING FOR SCRIVENER'S ERRORS: AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-34 adopting the City of Port Orange FY2025 Tentative millage rate of 4.975 mills per \$1,000.00 of valuation was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian.

Motion carried 4-1 by roll call vote with
Vice Mayor Scott Stiltner voting no.

Mayor Don Burnette announced the adopted tentative millage rate of 4.975 mills per \$1,000.00 of valuation is a 7.84% increase in ad valorem tax revenues above the rolled-back rate.

In addition to the foregoing tentative millage levy, there is a voter approved millage levy of 0.1720 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

6. Resolution No. 24-35 - Adopting the Tentative Budget for FY 2024-2025

Mr. Jones read Resolution No. 24-35.

RESOLUTION NO. 24-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 TO SEPTEMBER 30, 2025) FOR THE CITY OF PORT ORANGE; PROVIDING FOR APPROPRIATION AND PROCEDURES; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-35 adopting the City of Port Orange FY2025 Tentative budget was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Mayor Don Burnette announced the budget includes all operating and capital costs for FY2025. This budget includes the General, Special Revenue, Debt Service, Capital, Enterprise and Internal Service Funds. The proposed City-wide FY 2025 budget for all funds is \$205,719,722.

ADJOURNMENT - 5:54 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C8a) Approval of the Annual Service Agreement with Halifax Humane Society (HHS)

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the services contract with Halifax Humane Society and authorize the Mayor and City Clerk to execute all contract documents and authorize the City Manager to execute any renewals provided for therein.

SUMMARY: The Halifax Humane Society (HHS) is again under new leadership and has proposed a revised service agreement with all municipalities in Volusia County who contract for services with HHS for FY25. Services include, but are not limited to, temporary impoundment, spay and neuter, vaccination, adoption, euthanasia and ear-tipping of feral cats as part of the City's Trap Neuter Release (TNR) program. The revised terms included an increase in prices for HHS services. In support of the proposed increases, HHS continues to cite the rising costs of personnel and supplies. Some examples of the price increases are as follows:

- Impoundment of dogs or cats from \$120 to \$156
- Impoundment of other domesticated animals from \$100 to \$130
- Livestock animal impoundment from \$150 to \$195
- Quarantine Animal Fee from \$100 fee + \$30 per day to \$390 fee + \$39 per day
- TNR Fee from \$45 to \$58.50 per cat

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	FY25 HHS and City of Port Orange Agreement w Ex. A	FY25 HHS and City of Port Orange Agreement w Ex. A.pdf
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Eric Fisher
Manuel Marino
John McKinney

Created/Initiated - 8/26/2024
Approved - 9/3/2024
Approved - 9/5/2024

Matthew Jones

Approved - 9/12/2024

Wayne Clark

Approved - 9/12/2024

Tracee Cody

Final Approval - 9/12/2024

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The Impounding agency

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Port Orange** (herein referred to as "**Impounding agency**"), a municipal corporation, with its primary address at 1000 City Center Circle, Port Orange, Florida 32129.

WHEREAS, in order to enforce the ordinances of the Impounding agency and the laws of the State of Florida with respect to stray animals, the Impounding agency desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed humanely.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2024, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2025. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire. This contract may be renewed by the Impounding agency for up to three (3) twelve (12) month periods, with a 10% increase of fees per renewal.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the jurisdiction of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs and other stray or seized domesticated animals delivered to the Shelter by the Impounding agency's law enforcement personnel, Animal Control Officers, or other designated officers

appointed by the Impounding agency for this purpose. The Humane Society will provide Return to Field (RTF) for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, phone number, and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) If the Impounding agency delivers an animal to the Shelter for impoundment discovers such animal bears information indicating ownership of the animal, the impounding agency representative shall take reasonable steps to identify the owner of the animal and contact said owner prior to delivering the animal to the Shelter. The impounding representative shall also provide all contact information gathered and documented attempts of contact for the owner/guardian to Halifax. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia Health Department, through its authorized representatives, has expressly approved, in writing, any such release.
- (d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding agency's expense for a period of not to exceed three (3) calendar days (unless otherwise provided in this Agreement). If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding agency, Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the impounding agency. The Impounding agency representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding agency person designated by the Police Department. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding agency. Fees for this service are

listed in 3.b. under RTF/TNR Cats. The Impounding agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

- i. The Humane Society and the Impounding agency shall mutually agree on the day(s) of the week that the Impounding agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.
- ii. Surgeries may be completed at either:
Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
-Or-
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter, Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the Impounding agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost.
- v. Upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The Humane Society recognizes that the Impounding agency does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized.
- vi. All cats being returned to the Impounding agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

- vii. No procedures other than those listed in this document will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:
 - Invoice number
 - Visit Date
 - Billing Date
 - Animal Name and/or Number
 - Impounding agency services provided
 - Name of Impounding Agency Rep authorizing service(s)
 - Cost for each service provided
 - Total cost
- viii. The Humane Society will combine and send all invoices to the Impounding agency monthly.
- ix. ACO's will notify the Humane Society staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized.
- x. The Humane Society will only release RTF cats to the Impounding agency Animal Control Officer unless Impounding agency provided permission for a 3rd party release in writing from the agency's authority.

3. **BILLING & PAYMENT:**

- (a) The Humane Society shall bill the Impounding agency pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog, cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding agency's designated personnel, Police or Animal Control Officers;
 - (ii) each stray dog, cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within Impounding agency the jurisdictional limits of the impounding agency and delivered to the Shelter by a private citizen who has provided their full name and contact information. Owner surrendered animals will only be accepted via impounding agency with Supervisor approval from Halifax Humane Society. Owner requested surrenders in the field should be referred to Halifax Humane Society directly; and
 - (iii) each dog, cat, domesticated animal, injured animal or deceased animal picked

up at the request of the Impounding agency by the Humane Society within Impounding agency jurisdictional limits of the impounding agency.

- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTF/TNR program) Impoundment	\$156.00
Other domesticated animal	\$130.00
Livestock animal	\$195.00
Wild animal (Euthanasia)	\$ 71.50
Deceased on arrival (Disposal)	\$32.50
Quarantined animal (e.g., Rabies)	\$390, \$39 per day Quarantine period determined by Florida State Statute
Confiscated animal	\$130 for the 1st day of impoundment plus \$45.50 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	\$58.50
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	\$58.50
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	\$58.50
Forensic calls and staff assistance upon request	Staff Support: \$32.50 per hr. Veterinarian Support: \$162.50 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.
- (d) The Humane Society will submit to the Impounding agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding agency account for animals that were not impounded by a an impounding agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
- (e) The Humane Society will make a good faith effort to collect the costs incurred for the care of any animal that is served by the Humane Society and later reclaimed by the animal's owner. Collections received by the Humane Society by an animal owner shall be credited against the fees charged to the Impounding Agency. The animal's owner is financially responsible for any services rendered to the animal by the Humane Society and the Humane Society, without indicating that payment is optional, will seek full payment for said services prior to releasing the animal. The Humane Society may release an animal to its owner without payment in the event the animal's owner completes a financial affidavit indicating that the owner qualifies as indigent. The financial affidavit to be used by Humane Society is attached hereto marked as **Exhibit A**. If the attached financial affidavit is completed by the animal owner, the Humane Society may release the animal to the owner without collecting any fees and the Impounding Agency shall be responsible for the charges associated with the released animal as outlined herein. A copy of the animal owner's financial affidavit shall be included in the corresponding invoice to the Impounding Agency. If the Humane Society does not have the animal owner complete a financial affidavit but releases the animal to the owner, the Impounding Agency shall not be charged for any of the fees associated with the animal released.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen

animal that dies during the quarantine period, and will allow the Volusia Impounding agency Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding agency impounding agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS – 828.073, F.S.:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as “confiscated” only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The Impounding agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. Upon request, a copy of the petition must be submitted by the seizing agent to the Humane Society within ten (10) business days of the request. Failure to comply with this requirement will result in “confiscated” animals being deemed “stray” animals, at which point care of the animal will be charged to the Impounding agency at the default “stray” rates provided in Section 3(b) of this Agreement. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal as a stray, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding agency’s animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian’s office of the seizing agent’s or owner’s choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding agency may request that euthanasia be performed by the Humane Society when it is the Impounding agency’s belief that the dog poses a threat to public safety. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal under the Dangerous Dog Law, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may

be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding agency. The Impounding agency will pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises. The impounding agency agrees to provide next of kin, emergency contact or any other guardian information to Halifax within 3 days of impoundment. Failure to do so by the impounding agency will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the Impounding agency as a result of an owner eviction will be held by the Humane Society for 5 days. The impounding agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of animal confiscated. Impounding agency's representative will provide proof of such notice, agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the Impounding agency.

As the impounding agency, if the Impounding agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as a "stray", except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises. The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding agency. If the Humane Society exercises this option, it will provide the Impounding agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide

any services to the Impounding agency.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the Impounding agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and noncontributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

Policies 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. Insurer shall provide the Impounding Agency 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 Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate \$2,000,000.00/ Each Occurrence \$1,000,000.00
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$1,000,000.00

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency 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 Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

11. **SOVEREIGN IMMUNITY:** The Impounding agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding agency 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 Impounding agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set

by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, email for Impounding Agency, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the Impounding agency to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the Impounding agency's custodian of public records, provide the Impounding agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Impounding agency.
- d) Upon completion of the contract, transfer, at no cost, to the Impounding agency all public records in the possession of the contractor or keep and maintain public records required by the Impounding agency to perform the service. If the contractor transfers all public records to the Impounding agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Impounding agency, upon request from the Impounding

agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding agency.

- e) Requests to inspect or copy public records relating to the Impounding agency's contract for services must be made directly to the Impounding agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding agency. If the Impounding agency does not possess the records requested, the Impounding agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding agency. Humane Society shall indemnify, defend, and hold the Impounding agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes Impounding agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia Impounding agency on an expedited basis to enforce the requirements of this section.

13. E-VERIFY: Humane Society 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 Humane Society during the term of this Agreement and shall expressly require any sub-contractors performing services pursuant to this Agreement 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 sub-contractor during the term of this Agreement.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia Impounding agency, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Impounding agency Manager with respect to the Impounding agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the Impounding agency of Volusia, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

CITY OF PORT ORANGE

By: _____
Name: _____
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



**COUNTY OF VOLUSIA
ANIMAL SERVICES
RETURN TO CUSTODY**

DECLARATION OF NO OR LOW INCOME

This form should be completed by an adult household member if the household is claiming no or low income within the last 30 days.

Last Name

First Name

Phone Number

Address

City

Zip

1A. I hereby certify that I do not individually receive income from any of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.)
- Income from operation of a business
- Rental income from real or personal property
- Interest or dividends from assets
- Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits
- Unemployment or disability payments
- Public assistance payments (AFCD, SSI, TANF)
- Alimony, child support, or gifts received from persons not living in my household
- Sales from self-employed resources (Avon, Mary Kay, etc.)
- Any other source not named above

OR

1B. I hereby certify that I am low-income, as defined by Florida law, as a family or individual earning 80% or less of the area median income (\$63,075)

2. ☐ I have resources to pay for the daily care of the animal being returned to my custody.

☐ I need access to resources to supplement my source of funds to adequately care for the animal being returned to my custody.

By my signature below, I certify and acknowledge the following:

- That the forgoing is true, complete, and correct.
- Inquiries may be made to verify statements and a request for documentation to verify low or no-income status maybe requested by Volusia County Animal Services.
- That false statements or omissions are grounds for an at large citation if the animal was impounded and the fees not paid upon return to the owner.

Signature

Date



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C8b) Approval to Award ITB #24-12 to All State Civil Construction, Inc. for Oceans Lift Station Rehabilitation

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award ITB #24-12 to All State Civil Construction, Inc. for Oceans Lift Station Rehabilitation in the amount not to exceed \$1,021,400.00; authorize contingency in an amount not to exceed \$50,000; and authorize Mayor and City Clerk to execute all documents.

SUMMARY: The Engineering Department is requesting Council approval to award ITB #24-12 Oceans Lift Station Rehabilitation to All State Civil Construction, Inc. for the bid amount of \$1,021,400. In addition, staff is requesting City Council authorize an allowance for unforeseen conditions in an amount not to exceed \$50,000 (Contingency).

Oceans Lift Station provides service to approximately 300 residences and businesses in the northeast section of the City and is located adjacent to the Riverwalk Park. The proposed improvements include; Converting from suction lift pumping to submersible pumping, installation of a new control panel, and site improvements including constructing a new masonry wall and raising the wet well top and electrical control panel above the 100-year flood plain. The upgrades also include increased pumping capacity for planned future redevelopment in the area.

On August 7, the Purchasing Division received five (5) sealed responsive bid responses:

• All State Civil Construction, Inc.	\$1,021,400.00
• ClearWater Solutions, LLC	\$1,115,971.08
• Danus Utilities, Inc.	\$1,274,750.00
• US Water Services Corp	\$1,321,453.00
• Carr & Collier, Inc.	\$1,532,700.00

Staff has reviewed and recommends approval of All State Civil Construction, Inc. as the best responsive bidder. Funding was approved by City Council during the FY23 budget.

ATTACHMENTS:

1.	All State Civil Construction, Inc. ITB 24-12 Oceans Lift Station Rehab - 2018 EJCDC Complete Agreement Package	All State Civil Construction, Inc. ITB 24-12 Oceans Lift Station Rehab - 2018 EJCDC C520 Agreement.pdf
2.	All State Civil Construct MW2 8.12.24	All State Civil Construct MW2 8.12.24.pdf
3.	ITB 24-12 Notice of Intent to Award FINAL (8.13.24)	ITB 24-12 Notice of Intent to Award FINAL (8.13.24).pdf
4.	ITB 24-12 Ocean Lift Station Bid Tabulation 8.13.24 FINAL	ITB 24-12 Ocean Lift Station Bid Tabulation 8.13.24 FINAL.pdf
5.	ITB #24-12 Oceans Lift Station Rehabilitation Combined Final	ITB #24-12 Oceans Lift Station Rehabilitation Combined Final.pdf
6.	Addm 1 + R-13 Pavement Restoration	Addm 1 + R-13 Pavement Restoration.pdf
7.	Attachment 1 Schedule of Unit Pricing ITB 24-12 Ocean LS Final	Attachment 1 Schedule of Unit Pricing ITB 24-12 Ocean LS Final.pdf
8.	Attachment 2 Port Orange - Ocean Avenue Bid Technical Specifications-corrected	Attachment 2 Port Orange - Ocean Avenue Bid Technical Specifications-corrected.pdf
9.	Attachment No. 3 Ocean Avenue Lift Station Rehabilitation Plans Bid Set	Attachment No. 3 Ocean Avenue Lift Station Rehabilitation Plans Bid Set.pdf
10.	ITB 24-12 Addendum 1 Final (7.12.24)	ITB 24-12 Addendum 1 Final (7.12.24).pdf
11.	ITB 24-12 Addendum No. 2 FINAL (7.16.24)	ITB 24-12 Addendum No. 2 FINAL (7.16.24).pdf

Robin Fenwick	Created/Initiated - 8/14/2024
Julia Wiggins	Approved - 8/14/2024
Richard Colby	Approved - 8/14/2024
Junos Reed	Approved - 8/15/2024
John McKinney	Approved - 8/16/2024
Matthew Jones	Approved - 9/10/2024
Wayne Clark	Approved - 9/11/2024
Tracee Cody	Final Approval - 9/12/2024

****Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.***

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

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **All State Civil Construction, Inc., 3602 Socha Way Port Orange, Florida 32129** ("Contractor").

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

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:

The rehabilitation of the East Ocean Avenue Lift Station. The existing dry pit pumps will be replaced with two submersible pumps running on VFDs and a new diesel bypass pump installed, adjustable mechanical bollards will be installed, existing infrastructure will be raised to provide protection from flooding, a platform will be installed to provide access to the raised infrastructure, and new fencing will be constructed. Sod replacement, driveway repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

ITB 24-12 Oceans Lift Station Rehabilitation.

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") of **Kimley-Horn and Associates, Inc.**, and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. Deleted in its entirety.

****Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.***

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **330** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.04 *Milestones* – Deleted in its entirety.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$0.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Deleted in its entirety.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. Deleted in its entirety.

4.06 *Special Damages* - Deleted in its entirety.

- A. Deleted in its entirety.
- B. Deleted in its entirety.
- C. Deleted in its entirety.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. Deleted in its entirety.
 - B. Deleted in its entirety.
 - C. Deleted in its entirety.

****Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.***

D. 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 Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** percent of the value of the Work completed (with the balance being retainage).

1) Deleted in its entirety.

b. Deleted in its entirety.

B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest* Deleted in its entirety.

A. Deleted in its entirety.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 10, inclusive).

2. Bonds:

****Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.***

- a. Combination Payment and Performance bond, together with power of attorney, (pages 1 to 3, inclusive).

****General Conditions (pages 1 to 74, inclusive).***

****Deleted in its entirety.***

****Technical Specifications/Attachment 2, on file with City Engineer, Junos Reed (pages 1 to 268, inclusive).***

****Bid Set Drawings/Attachment 3, on file with City Engineer, Junos Reed (pages 1 to 34, inclusive).***

****Addendum No. 1 (page 1 to 4, inclusive).***

****Addendum No. 2 (pages 1, inclusive).***

****Exhibits to this Agreement (enumerated as follows):***

- a. Exhibit No. 1 Contractor's Bid Schedule (page 1, inclusive).
- b. Exhibit No. 2 Contractor's Proposal (pages 1 to 53, inclusive).
- c. Exhibit No. 3 Composite Exhibit No. 3 City's Invitation to Bid Request No. 24-12 ("ITB 24-12") (pages 1 to 158, not attached, on file with office of the City Clerk).

****The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:***

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.

- e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.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 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
- 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *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.

9.02 *Successors and Assigns*

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.

9.03 *Severability*

Any provisions 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.

9.04 *No-Damage-for-Delay*

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

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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 is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 *No intended Third-Party Beneficiaries*

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

9.06 *Public Record Compliance*

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

9.07 *Records*

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

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

9.08 *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

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

9.09 *Contract construction*

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

9.10 *Financial Disclosures*

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

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

9.11 *Waiver of Jury Trial*

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

9.12 *E-Verify*

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

9.13 *Compliance with Other Federal Standards*

(a) Termination for Cause. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Article 16 of General Conditions.

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(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Article 16 of General Conditions.

(c) Termination for Non-Appropriation of Funds.

(i) 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.

(ii) 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.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local

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government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act.

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

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(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to

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be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–

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Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the

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registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

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The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any

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lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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(4) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

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For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart

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C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on

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Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

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(4) *Reporting requirement.*

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

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as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be

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forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

Required Certification: If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

All State Civil Construction, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Christopher Mehegan

(typed or printed)

Title: President

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Phone: (386) 681-8105

Email: cmehegan@allstatecivilconstruction.com

License CGC1525137 and CUC1225777

State: Florida

****Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.***

Owner:

City of Port Orange

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Donald O. Burnette

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

Robin L. Fenwick, MMC

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

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

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **All State Civil Construction, Inc., 3602 Socha Way Port Orange, Florida 32129** ("Contractor").

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

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:

The rehabilitation of the East Ocean Avenue Lift Station. The existing dry pit pumps will be replaced with two submersible pumps running on VFDs and a new diesel bypass pump installed, adjustable mechanical bollards will be installed, existing infrastructure will be raised to provide protection from flooding, a platform will be installed to provide access to the raised infrastructure, and new fencing will be constructed. Sod replacement, driveway repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

ITB 24-12 Oceans Lift Station Rehabilitation.

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") of **Kimley-Horn and Associates, Inc.**, and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

4.02 *Contract Times: Dates*

- A. ~~Deleted in its entirety. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within 330 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions ~~within [number] days after the date when the Contract Times commence to run.~~

4.04 *Milestones – Deleted in its entirety.*

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1~~

~~2. Milestone 2~~

~~3. Milestone 3~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$0.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. ~~Deleted in its entirety. Milestones: Contractor shall pay Owner \$ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. ~~Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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- C. ~~Deleted in its entirety. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$~~

4.06 **Special Damages** - ~~Deleted in its entirety.~~

- A. ~~Deleted in its entirety. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- B. ~~Deleted in its entirety. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- C. ~~Deleted in its entirety. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~Deleted in its entirety. For all Work other than Unit Price Work, a lump sum of \$1,058,211.24. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
- B. ~~Deleted in its entirety. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$0.00

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

- C. ~~Deleted in its entirety. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$~~
- D. 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 Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95%** percent of the value of the Work completed (with the balance being retainage).

- 1) ~~Deleted in its entirety. If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. ~~Deleted in its entirety. percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. ~~Owner shall withhold Five percent (5%) of each progress payment as retainage. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest Deleted in its entirety.*

- A. ~~Deleted in its entirety. All amounts not paid when due will bear interest at the rate of percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Bonds:
 - a. ~~Combination Payment and Performance bond, together with power of attorney,~~ (pages 1 to 3, inclusive).
3. General Conditions (pages 1 to 74, inclusive).
4. ~~Deleted in its entirety. Supplementary Conditions.~~
5. ~~Technical Specifications/Attachment 2,~~ on file with City Engineer, Junos Reed (pages 1 to 268, inclusive).
6. ~~Bid Set Drawings/Attachment 3,~~ on file with City Engineer, Junos Reed (pages 1 to 34, inclusive).
7. ~~Addendum No. 1,~~ (page 1 to 4, inclusive).
8. ~~Addendum No. 2~~ (pages 1 to 4, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 ~~Contractor's Bid Schedule~~ (page 1, inclusive).
 - b. Exhibit No. 2 ~~Contractor's Proposal~~ (pages 1 to 53, inclusive).
 - c. Exhibit No. 3 ~~Composite Exhibit No. 3 City's Invitation to Bid Request No. 24-12 ("ITB 24-12")~~ (pages 1 to 158, not attached, on file with office of the City Clerk).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. ~~Field Orders.~~
 - e. Warranty Bond, if any.

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- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 - 8. 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.

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9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *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~~

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assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 Successors and Assigns

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.

9.03 Severability

Any provisions 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.

9.04 No-Damage-for-Delay

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 is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 No intended Third-Party Beneficiaries

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

9.06 Public Record Compliance

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

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9.07 Records

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

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

9.08 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.

9.09 Contract construction

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

9.10 Financial Disclosures

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

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other

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third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

9.11 Waiver of Jury Trial

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

9.12 E-Verify

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this 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 sub-contractor during the term of this Contract.

9.13 Compliance with Other Federal Standards

(a) Termination for Cause. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Article 16 of General Conditions.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Article 16 of General Conditions.

(c) Termination for Non-Appropriation of Funds.

(i) 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.

(ii) 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.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance;

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

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constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within

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30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

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classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

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supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his

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or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which

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provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

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including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the

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Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

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- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or

d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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(3) Exceptions.

(i) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this

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paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

Required Certification: If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Contractor:

All State Civil Construction, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Christopher Mehegan

(typed or printed)

Title: President

(typed or printed)

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

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Phone: (386) 681-8105

Email: cmehegan@allstatecivilconstruction.com

License: CGC1525137 and CUC1225777

State: Florida

Formatted Table

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

Owner:

City of Port Orange

(typed or printed name of organization)

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By:

(individual's signature)

Date:

(date signed)

Name:

Donald O. Burnette

(typed or printed)

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Title:

Mayor

(typed or printed)

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Attest:

Robin L. Fenwick, MMC

(individual's signature)

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Title:

City Clerk

(typed or printed)

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Address for giving notices:

1000 City Center Circle

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Port Orange, Florida 32129

Formatted: Font color: Dark Red

(386) 506-5500

Formatted: Font color: Dark Red

~~Designated Representative:~~

~~Name:~~

(typed or printed)

~~Title:~~

(typed or printed)

~~Address:~~

~~1000 City Center Circle~~

~~Port Orange, Florida 32129~~

~~Phone:~~

~~()~~

~~Email:~~

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: All State Civil Construction, Inc.
Principal Business Address: 3602 Socha Way
Port Orange, Florida 32129
Contact Person: Christopher Mehegan, President
Phone Number: (386) 681-8105

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: \$1,021,400.00 **City Case/Project No.** **ITB 24-12 Oceans Lift Station Rehabilitation**

Description of Work: ITB 24-12 Oceans Lift Station Rehabilitation

Project Location: The Lift Station generally located at the easterly end of Ocean Avenue, Port Orange, Volusia County, Florida

Legal Description: The easterly 30 feet of Ocean Avenue, Port Orange, Volusia County, Florida

Front Page

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

All State Civil Construction, Inc.

ITB 24-12 Oceans Lift Station Rehabilitation

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, **ALL STATE CIVIL CONSTRUCTION, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE MILLION TWENTY-ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$1,021,400.00)**, 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 Oceans Lift Station Rehabilitation, 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 _____, 2024.

Attest:

ALL STATE CIVIL CONSTRUCTION, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Christopher Mehegan, 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 74 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



Endorsed By



*Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.

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(703) 684-2882
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American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
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1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

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***Supplementary Conditions shall not be used for this project. Any
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*Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.

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***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

*Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.

*Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *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.
34. *Punch List* - the detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete prior to final payment that is generated in accordance with Paragraph 14.06 of the General Conditions.”
34. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time and date at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be 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 of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

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- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
- 47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 50. *Emergency Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work due to an emergency that prevents the parties from using the Change Order process.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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 Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight, including weekends and legal holidays unless otherwise specifically defined.

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- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the

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extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. Deleted in its entirety.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer 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, and identifying the Substantial Completion date;
 - 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 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.

2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made

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to Contractor until acceptable schedules are submitted to 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 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 the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
5. If Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including milestones, no liability of the Owner to the Contractor for any failure of the Contractor to complete early shall be created, whether or not the Owner approves such schedule.
6. The Contractor acknowledges that the Owner may retain the services of a scheduling consultant at the Owner's expense. The Contractor shall cooperate with any such scheduling consultant at the Owner's direction, including without limitation, with regard to the preparation of the Project schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the

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performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor’s Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor’s Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer 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 careful review of the Contract Documents including pertinent figures and applicable field measurements and dimensions therein..

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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).
 - c. 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

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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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 versions, or 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; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times shall not commence to run and 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 Contract.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date specified in the Notice to Proceed which shall cause the Contract Times to commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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.

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- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Unanticipated causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions not anticipated or customary in Volusia County;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Deleted in its entirety.
 - 3. Adjustments of Contract Times are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. Deleted in its entirety.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

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- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.
- B. Deleted in its entirety.
- 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.

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them, from and against any such claim, and against all 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 any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. The Contractor shall prevent paint, mortar, and concrete splatter on concrete sidewalks and stairwell pads. Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the Contractor shall remove such objects from the construction site. Removal and disposal of such waste materials, rubbish, and other debris will 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. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient flooring shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense. At the completion of the Work Contractor shall remove from the Site and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstances 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. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on 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;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;
 - 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 7.15), 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 with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.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 Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract

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Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
2. complying with applicable state and local utility damage prevention Laws and Regulations;
3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility within 5 days.

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C. *Engineer's Review:* Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.

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2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on 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;
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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such

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removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Time, 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.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. Deleted in its entirety.
- J. Deleted in its entirety..
- K. Deleted in its entirety.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a payment and performance bond in accordance with Sec. 255.05, Florida Statutes, in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract. A bond 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. The payment and performance bonds shall be recorded in the public records of Volusia County, Florida.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in Florida, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. Prior to the date of commencement as set forth in the Notice to Proceed, if Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

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- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions. In the event of any conflict between this Paragraph 6.02 and the specific insurance requirements of Contractor set forth in Supplemental Conditions, the specific requirements in Supplemental Conditions shall govern.
- B. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Florida to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Deleted in its entirety.
- F. Failure of Owner to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

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H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If Contractor does not purchase or maintain the insurance required by the Contract, Contractor shall notify the Owner 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, the Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect Owner's interests at the expense of the Contractor who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;

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2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is 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;
 5. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each 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.
 6. make the Contractor solely responsible for any insurance deductible or self-insured retention.
 7. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor’s commercial general liability, automobile liability, employer’s liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor’s acts or omissions, or the acts and omissions of those working on Contractor’s behalf, in the performance of Contractor’s operations.

6.04 *Builder’s Risk and Other Property Insurance*

- A. *Builder’s Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the Work’s full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

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The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Contractor is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D. Such policy shall identify both Contractor and Owner as additional insureds. Contractor shall be solely responsible for any deductible.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Contractor will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Contractor's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner through Contractor will provide advance notice of such occupancy or use to the builder's risk or all-risk insurer, and Contractor shall obtain an occupancy or use endorsement consenting to the continuation of coverage prior to Owner commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors,

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members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Deleted in its entirety.
 1. Deleted in its entirety.
- C. Deleted in its entirety.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.
- D. 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.

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- E. In the event of any conflict between this Paragraph 6.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions shall govern.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions. The Contractor agrees to remove from the Project an employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner’s written rules and regulations regarding jobsite conduct.
- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, tape

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players, CD players, boom boxes, sound producing devices and the like are prohibited on the Project site. The Contractor shall not be permitted to use restrooms or other sanitary facilities within the Owner's existing buildings or on-site facilities.

- D. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

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the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that

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named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

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- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. Deleted in its entirety.
- C. Deleted in its entirety.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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

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at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 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.

7.11 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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

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

7.13 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

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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.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in

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accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor’s duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor’s response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor’s response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation

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thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

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- c. Engineer’s review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 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 is entitled to rely on Contractor’s warranty and guarantee.
- B. Owner’s rights under this warranty and guarantee are in addition to, and are not limited by, Owner’s rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents, or a release of Owner’s warranty and guarantee rights under this Paragraph 7.17:
 - 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;

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5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, and the Owner's officers, and employees, from losses, damages, costs, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists as to any party or person described in this subsection .
- B. The Contractor acknowledges the limit of dollar amount of Contractor's indemnity obligations required by the Contract specifically for those claims caused in whole or in part by the Owner or Engineer shall be \$1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Contract and is incorporated by this reference into the Project specifications and bid documents. if any.
- C. Notwithstanding the above and without monetary limitation, the Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- D. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 7.18.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 incidental to the use or incorporation

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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.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

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9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Deleted in its entirety.*

A. Deleted in its entirety.N/A

9.12 *Safety Programs*

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.
B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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

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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 10.07. 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.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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10.07 *Limitations on Engineer’s Authority and Responsibilities*

- A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer’s employees and representatives will comply with the specific applicable requirements of Owner’s and Contractor’s safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, an Emergency Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer’s recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. Changes in 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 an Emergency Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of an Emergency Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Emergency Work Change Directives*

- A. An Emergency Work Change Directive may only be used in emergency situations and will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification documented by an Emergency Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Emergency Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a written Emergency Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit a Change Order including an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design

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concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the

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basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

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- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a recommendation regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Recommendation on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend approval of the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

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Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's recommendation is sent to the Owner who shall render a final decision. The Owner's decision is final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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.

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ARTICLE 12—CLAIMS - DELETED IN ITS ENTIRETY

12.01 *Claims* - Deleted in its entirety.

- A. Deleted in its entirety.
 - 1. Deleted in its entirety.
 - 2. Deleted in its entirety.
 - 3. Deleted in its entirety.
 - 4. Deleted in its entirety.
- B. Deleted in its entirety.
- C. Deleted in its entirety.
- D. Deleted in its entirety.
 - 1. Deleted in its entirety.
 - 2. Deleted in its entirety.
 - 3. Deleted in its entirety.
- E. Deleted in its entirety.
- F. Deleted in its entirety.
- G. Deleted in its entirety.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation,

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superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any

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surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants,

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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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. 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.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

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drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named 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:* Contractor agrees that:
 - 1. 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
 - 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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 of Unit Price Work are estimates and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

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E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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 with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

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2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

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14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount 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 defective work (whether as-is, by receiving credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 14.04.A.) 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.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, directly attributable

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to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will 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. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

14.07 *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 defective Work as required by Engineer, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 for Unit Price Work will be based on the number of units completed during the pay period, as determined under the

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provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *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 as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after each Application for Payment is stamped as received by Engineer, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment and the action necessary to make payment application proper. In the latter case, 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

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under Paragraph 13.03, 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; 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 of responsibility or liability for 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

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- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Subject to the provisions of Paragraph 15.01.E. and Section 218. 735, Florida Statutes, after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) shall be paid by Owner in accordance with Section 218.735, Florida Statutes, within 25 business days after the date on which the payment application is stamped as received by Engineer.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or

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- I. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 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. Contractor shall at the same time submit to Owner and Engineer an initial draft of Punch List items to be completed or corrected before final payment. Substantial Completion cannot occur before the Owner is able to begin to utilize the entire Work for the purposes for which it was 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a Punch List of items to be completed or corrected before final payment Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached Punch List. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised Punch List of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

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- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the Punch List of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed Punch List items, following the progress payment procedures set forth above.
- F. 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 Punch List.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

15.05 Final Inspection – Punch List

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights and Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor whereby Contractor swears that: (a) all payrolls, services, 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 (b) 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. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its

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option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 15.06) are conditions precedent to issuance of final payment.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within Twenty-five (25) days of the final Application for Payment being stamped as received by Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer;
 - 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 16.02.A occurs, then after giving Contractor (and any surety) 5 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 5 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 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; and
 - 3. other reasonable expenses directly attributable to termination, such as demobilization expenses, and including costs incurred to prepare a termination for convenience cost proposal. Attorneys' fees, accountant fees, home office overhead and similar expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, 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 16.03.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

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 Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 *Deleted in its entirety.A.Deleted in its entirety.1. Deleted in its entirety.2. Deleted in its entirety.B. Deleted in its entirety.1. Deleted in its entirety.2. Deleted in its entirety.3. Deleted in its entirety.*

1. *Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement.*
2. *Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.*
3. *Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph ____, but in no event after the expiration of the applicable statute of limitations.*
4. *The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.*
5. *Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.*
6. *In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County Florida. The Parties, including the*

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

Contractor’s Surety, waive Venue and Jurisdiction of any Federal Court and expressly waive Trial by Jury.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient’s place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient’s place of business; or
 - 3. by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

EJCDC General Conditions
Additions and Deletions Version

Consisting of 85 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



Endorsed By



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***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.

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30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *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.
34. *Punch List* - the detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete prior to final payment that is generated in accordance with Paragraph 14.06 of the General Conditions."
343. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.

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41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time and date at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) 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 of such Work. ~~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 was intended.~~
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

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- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
- 47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 50. *Emergency Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work due to an emergency that prevents the parties from using the Change Order process.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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 Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight, including weekends and legal holidays unless otherwise specifically defined.

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- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the

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extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

- C. ~~Deleted in its entirety. Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer 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, 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 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.

2.04 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to 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 latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a ~~day~~ 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 the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
 5. If Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including milestones, no liability of the Owner to the Contractor for any failure of the Contractor to complete early shall be created, whether or not the Owner approves such schedule.
 6. The Contractor acknowledges ~~that~~ that the Owner may retain the services of a scheduling consultant at the Owner's expense. The Contractor shall cooperate with any such scheduling consultant at the Owner's direction, including without limitation, with regard to the preparation of the Project schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the

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performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer 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 careful review of the Contract Documents and checking and verifying including pertinent figures therein and all applicable field measurements and dimensions therein.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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).
 - c. 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

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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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 versions, or 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; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed ~~(Old 2.03)~~*

- A. The Contract Times ~~will~~shall not commence to run and Contractor shall not commence on the 30th day after the Effective Date of the Contract or, if the Work until Owner issues a Notice to

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~~Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given issued by Owner at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date ~~when specified in the Notice to Proceed~~ which shall cause the Contract Times to commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Price or~~ Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

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and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Unanticipated Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions not anticipated or customary in Volusia County;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times ~~or Contract Price~~ is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Deleted in its entirety. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times ~~or Contract Price~~ are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times ~~or Contract Price~~ must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

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5. ~~Deleted in its entirety. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.~~

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands ~~(Old 4.01)~~

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.
- B. ~~Deleted in its entirety. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- 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.

5.02 Use of Site and Other Areas ~~(Old 6.11)~~

- A. *Limitation on Use of Site and Other Areas*
1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such

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damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. The Contractor shall prevent paint, mortar, and concrete splatter on concrete sidewalks and stairwell tower floorpads. Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the Contractor shall remove such objects from the construction site. Removal and disposal of such waste materials, rubbish, and other debris will 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. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient flooring shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense. At the completion of the Work Contractor shall remove from the Site and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

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5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstances 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. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

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2. is of such a nature as to require a change in the Drawings or Specifications;
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 7.15), 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 with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.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 Paragraph 13.03; and,

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- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
- 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

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5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility within 5 days.
- C. *Engineer's Review:* Engineer will:
 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on 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

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Time, 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)

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Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. Deleted in its entirety.~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. Deleted in its entirety.~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- K. Deleted in its entirety.~~The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

*Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a payment and performance bond ~~and a payment bond in accordance with Sec. 255.05, Florida Statutes, each~~ in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, ~~except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury.~~ A bond 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. The payment and performance bonds shall be recorded in the public records of Volusia County, Florida.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in ~~the state or jurisdiction in which the Project is located~~ Florida, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. Prior to the date of commencement as set forth in the Notice to Proceed, ~~if~~ Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 Insurance—General Provisions

- A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions. In the event of any conflict between this Paragraph 6.02 and the specific insurance requirements of Contractor set forth in Supplemental Conditions, the specific requirements in Supplemental Conditions shall govern.
- B. All insurance required by the Contract to be purchased and maintained by ~~Owner or~~ Contractor shall be obtained from insurance companies that are duly licensed or authorized in the ~~s~~State or jurisdiction in which the Project is located of Florida to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Deleted in its entirety. ~~Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- F. Failure of Owner ~~or Contractor~~ to demand such certificates or other evidence of the ~~Contractor or other party's~~ full compliance with these insurance requirements, or failure of Owner ~~or Contractor~~ to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the ~~other party~~ Contractor's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability

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policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If ~~either party~~ Contractor does not purchase or maintain the insurance required ~~of such party~~ by the Contract, ~~Contractor~~ ~~such party~~ shall notify the ~~Owner~~ ~~other party~~ 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if ~~Contractor~~ ~~a party~~ has failed to obtain required insurance, the ~~Owner~~ ~~other party~~ may elect (but is in no way obligated) to obtain equivalent insurance to protect ~~such other party's~~ Owner's interests at the expense of the ~~Contractor~~ ~~party~~ who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

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6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is 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; ~~and~~
 5. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each 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.
 6. make the Contractor solely responsible for any insurance deductible or self-insured retention.
 7. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and

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5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* ~~Owner-Contractor~~ is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D. Such policy shall identify both Contractor and Owner as additional insureds. Contractor shall be solely responsible for any deductible.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, ~~Contractor-Owner~~ will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of ~~Owner's-Contractor's~~ procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner ~~(directly, if it is the purchaser of the builder's risk policy, or through Contractor)~~ will provide advance notice of such occupancy or use to the builder's risk or all-risk insurer, and Contractor shall obtain an occupancy or use endorsement consenting to the continuation of coverage prior to Owner commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or

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damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, 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.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner or Contractor~~ as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Deleted in its entirety. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Deleted in its entirety. Owner waives all rights against Contractor, Subcontractors, and Engineer, 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, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. ~~Deleted in its entirety. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.~~
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.
- D. 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~~ 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.
- E. In the event of any conflict between this Paragraph 6.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions shall govern.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing

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of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions. The Contractor agrees to remove from the Project an employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding the jobsite conduct.
- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, tape players, CD players, boom boxes, sound producing devices and the like are prohibited on the Project site. The Contractor shall not be permitted to use restrooms or other sanitaiysanitary facilities within the Owner's existing buildings or on-site facilities.
- D. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *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

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performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

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- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

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- 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
- 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer’s determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer’s Cost:* Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor’s expense.
- F. *Effect of Engineer’s Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer’s denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

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7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

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- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. ~~Deleted in its entirety. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. ~~Deleted in its entirety. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.~~

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a

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negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 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.

7.11 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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

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

7.13 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

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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.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. Any Owner’s safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor’s duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in

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accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation

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thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

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- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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;

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5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner ~~and Engineer~~, and the Owner's officers, directors, members, partners, and employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists as to any party or person described in this subsection but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any 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.
- B. ~~In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any 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, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor acknowledges the limit of dollar amount of Contractor's indemnity obligations required by the Contract specifically for those claims caused in whole or in part by the Owner or Engineer shall be \$1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity~~

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provided herein bears a reasonable commercial relationship to the Contract and is incorporated by this reference into the Project specifications and bid documents. if any.

- C. Notwithstanding the above and without monetary limitation, the Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- D. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 7.18.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 incidental 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;

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2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed

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without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner’s employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor’s entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or

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utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

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- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 ~~*Evidence of Financial Arrangements*~~

- A. ~~Deleted in its entirety. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract (including obligations under proposed changes in the Work).~~ N/A

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *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.

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10.02 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 10.07. 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.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer’s Authority and Responsibilities*

- A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer’s employees and representatives will comply with the specific applicable requirements of Owner’s and Contractor’s safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, an [Emergency Work Change Directive](#), or a Field Order.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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 an [Emergency](#) Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of an [Emergency](#) Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 [Emergency](#) Work Change Directives

- A. An [Emergency](#) Work Change Directive [may only be used in emergency situations and](#) will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ~~ordered or~~ documented by an [Emergency](#) Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the [Emergency](#) Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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- B. If Owner has issued a written Emergency Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit ~~any Claim seeking such a~~ Change Order including an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs,

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Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision recommendation regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting

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data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and ~~Action Recommendation~~ on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either ~~recommend~~ approve ~~approval of~~ the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's recommendation is sent to the Owner who shall render a final decision. The Owner's decision is final and binding upon ~~Owner and~~ Contractor, unless ~~Owner or~~ Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 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.

ARTICLE 12—CLAIMS - DELETED IN ITS ENTIRETY

12.01 *Claims* - Deleted in its entirety

- A. Deleted in its entirety. ~~Claims Process:~~ The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Deleted in its entirety. ~~Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;~~
 2. Deleted in its entirety. ~~Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;~~

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3. ~~Deleted in its entirety.~~ Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. ~~Deleted in its entirety.~~ Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. ~~Deleted in its entirety.~~ *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. ~~Deleted in its entirety.~~ *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. ~~Deleted in its entirety.~~ *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. ~~Deleted in its entirety.~~ If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. ~~Deleted in its entirety.~~ Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. ~~Deleted in its entirety.~~ *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. ~~Deleted in its entirety.~~ *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal

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~~of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.~~

- G. ~~Deleted in its entirety.~~ *Final and Binding Results:* ~~If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.~~

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts

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will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors, ~~attorneys, and accountants~~) employed or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder’s risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor’s officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.
 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.
 4. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

5. 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.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named 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.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

B. *Cash Allowances:* Contractor agrees that:

1. 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
2. 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 for any of the foregoing will be valid.

C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *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 of Unit Price Work are ~~not guaranteed estimates~~ and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

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2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK~~[OLD ARTICLE 13]~~

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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 with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

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Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions

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in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount 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 defective work (whether as-is, by receiving credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 14.04.A.) 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.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at Contractor’s expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor’s full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right

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of Owner to stop the Work will 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. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

14.07 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 defective Work as required by Engineer, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month),~~ 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 as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after ~~receipt of~~ each Application for Payment is stamped as received by Engineer, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor ~~within 10 days after the date on the Application for Payment is stamped as received by Engineer~~ indicating in writing Engineer's reasons for refusing to recommend payment and the action necessary to make payment application proper. In the latter case, Contractor ~~shall~~may 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 13.03, 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; 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 of responsibility or liability for 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

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D. Payment Becomes Due

1. ~~Ten days a~~ Subject to the provisions of Paragraph 15.01.E. and Section 218. 735, Florida Statutes, after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) shall be paid by Owner in accordance with Section 218.735, Florida Statutes, within 25 business days after the date on which the payment application is stamped as received by Engineer will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the

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specific amount of the reduction, and promptly pay Contractor any 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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. Contractor shall at the same time submit to Owner and Engineer an initial draft of ~~P~~punch ~~L~~list items to be completed or corrected before final payment. 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 is able to begin to utilize the entire Project Work for the purposes for which it was 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion subject to Certificate of Occupancy (or Completion). Engineer shall attach to the certificate a ~~p~~Punch ~~L~~list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached ~~P~~punch ~~L~~list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised ~~p~~Punch ~~L~~list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

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- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the ~~P~~Punch ~~L~~List of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed ~~P~~Punch ~~L~~List items, following the progress payment procedures set forth above.
- F. 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 ~~P~~Punch ~~L~~List.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

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15.05 *Final Inspection – Punch List*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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; ~~insurance;~~
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and ~~of~~ Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor whereby Contractor swears that: (a) ~~the releases and receipts include all payrolls~~ labor, services, 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 ~~a Lien could be filed~~; and (b) 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. might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. ~~If any~~

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Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 15.06) are conditions precedent to issuance of final payment.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within Twenty-five (25)30 days of the final Application for Payment being stamped as received by Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; ~~or~~
 4. Contractor's repeated disregard of the authority of Owner or Engineer;:-
 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 16.02.A occurs, then after giving Contractor (and any surety) ~~10-5~~ days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within ~~7-5~~ days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. ~~Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order.~~ When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon ~~7~~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; and
 - 3. other reasonable expenses directly attributable to termination, such as demobilization expenses, and including costs incurred to prepare a termination for convenience cost proposal. Attorneys' fees, accountant fees, home office overhead and similar expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, 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

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

and recover from Owner payment on the same terms as provided in Paragraph 16.03. 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 Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 Deleted in its entirety.Methods and Procedures

- A. Deleted in its entirety.Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
1. Deleted in its entirety.A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Deleted in its entirety.Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Deleted in its entirety.Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:
1. Deleted in its entirety.elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. Deleted in its entirety.agree with the other party to submit the dispute to another dispute resolution process; or
 3. Deleted in its entirety.if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
1. Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-

***Supplementary Conditions shall not be used for this project. Any reference(s) to “Supplementary Conditions” are null and void.**

suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement.

2. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.
3. Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph , but in no event after the expiration of the applicable statute of limitations.
4. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.
5. Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.
6. In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County Florida. The Parties, including the Contractor’s Surety, waive Venue and Jurisdiction of any Federal Court and expressly waive Trial by Jury.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient’s place of business;
 2. by registered or certified mail, postage prepaid, to the recipient’s place of business; or
 3. by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract 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.

18.03 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

EJCDC® C-700, Standard General Conditions of the Construction Contract.
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and American Society of Civil Engineers. All rights reserved.

***Supplementary Conditions shall not be used for this project. Any reference(s) to "Supplementary Conditions" are null and void.**

otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the Sstate of Florida~~in which the Project is located~~.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

ITB 24-12 Oceans Lift Station Rehabilitation

Technical Specifications/Attachment 2

Consisting of 268 Pages

Not attached on file with City Engineer, Junos Reed

ITB 24-12 Oceans Lift Station Rehabilitation

Bid Set Drawings/Attachment 3

Consisting of 34 Pages

Not attached on file with City Engineer, Junos Reed

ITB 24-12 Addendum No. 1

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 #1

July 12, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

As stated during the Pre-Solicitation Meeting, there will not be a formal site visit for this project. If the bidder wishes to see the site, it is accessible to the public. They cannot get inside the gate but they are able to see everything they need to.

D. QUESTIONS AND ANSWERS:

Question #1: Can General Control Systems be added as an approved System Supplier? GCS meets all the qualifications listed in Section 13300 of the Technical Specifications.

Answer: General Control Systems will be added as an approved System Supplier

Question #2: What is the Engineer's Estimate/Budget?

Answer: Engineer's Opinion of Probable Construction Costs is \$950,000.

Question #3: Refer to Sheet S5, Section A-A, Note "Federal Color 23619 3/8" PTD Smooth Stucco Finish Over Masonry Substrate". Please confirm that this note is typical for the entire wall.

Answer: Confirmed, this is typical for the entire wall.

Question #4: Is water proofing to be applied to the CMU wall?

Answer: Yes. Coat the interior and exterior of the CMU wall with Sherwin-Williams LOXON XP Waterproofing Masonry Coating.

Question #5: Refer to Sheet S6, Detail "F", Note "Gate (Designed by others)". What is the intent and basis of design? This statement is extremely vague and could be assumed to be a variety of materials (i.e., aluminum, steel, galvanized, ornamental, etc. It will be difficult to accurately price this without more detailed information.

Answer: The gate shall be 12' Wide Aluminum Double Entry Gate with 72" High Gate Leaf;

- 6" x 6" x 1/8" aluminum post
- Outer Gate Frame – 2" x 3" x 1/8" with Radius Edge
- Top/Bottom/Side Rails – Gate System
- Center Mullion – Gate System
- Louvered Blades – Gate System
- Heavy Duty 316SS Latch
- Drop Pins
- 316SS 180 Degree Hinges
- Silver Powder Coated Finish

Question #6: Is the platform to be aluminum? What is the size of the proposed railings and platform grating? A basis of design is needed to accurately price this. If not, this item could be overpriced or underpriced.

Answer: The platform shall be aluminum and shall be designed to meet Florida Building Code, current edition. Design criteria provided below.

ALUMINUM

1. ALUMINUM DESIGN, DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO THE LATEST EDITION OF THE ALUMINUM DESIGN MANUAL.
2. ALUMINUM IN CONTACT WITH OR EMBEDDED IN CONCRETE OR MASONRY SURFACES SHALL BE COATED WITH A HEAVY COATING OF ALKALI RESISTANT BITUMINOUS PAINT.
3. ALL BOLTS USED IN CONNECTIONS WITH ALUMINUM MEMBERS SHALL BE STAINLESS STEEL A316, UNLESS NOTED OTHERWISE.
4. ALL WELDING OF ALUMINUM STRUCTURES SHALL CONFORM TO "STRUCTURAL WELDING CODE - ALUMINUM", AWS D1.2, LATEST EDITION.

DESIGN CRITERIA

1. 2020 FLORIDA BUILDING CODE, BUILDING - 7TH EDITION (FBC)
2. REINFORCED CONCRETE: ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
3. STRUCTURAL STEEL: AISC MANUAL OF STEEL CONSTRUCTION, 1- EDITION
4. ALUMINUM: ADM1-2015, ALUMINUM DESIGN MANUAL
5. LIVE LOADS:

GRATING AND CATWALKS:	100 PSF
STAIRS:	100 PSF
6. WIND DESIGN CRITERIA:

RISK CATEGORY	IV
ULTIMATE DESIGN WIND SPEED, V_{ULT}	150 MPH
NOMINAL DESIGN WIND SPEED, V_{ASD}	116 MPH
EXPOSURE CATEGORY	C

Question #7: Is the platform to be leveled with the concrete structure?

Answer: Yes, per the proposed elevations shown on Sheet C-2.

Question #8: Please clearly identify what items are to be painted. The painting spec is not clear.

Answer: The interior and exterior of the CMU wall shall be painted to match Federal Color 595c 13596 using Sherwin-Williams Pro Industrial Acrolon 100 HS Waterbased Urethane or approved equal.

Question #9: Can a spray on liner be used to coat the precast wet well walls in lieu of the suggested Agru or Fiberglass liner? An approved spray on liner will be more cost effective and reduce construction time.

Answer: Yes, the spray liner shall be Raven 405 or approved equal.

Question #10: Refer to Bid Item 11. Does this refer to the concrete structure around the top of wet well?

Answer: Yes, and the concrete bypass pump pad.

Question #11: What is the thickness of the proposed concrete pad for the emergency bypass pump pad? Please provide a detail showing the reinforcing bars and type of concrete.

Answer: The concrete pad for the bypass pump shall be 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #12: What is the sewer flow rate entering the master manhole? This is required to determine what bypass system can be used.

Answer: Use a Peak Hour Flow of 110 gpm for sizing bypass system.

Question #13: There is limited information regarding the proposed bollards. Please provide a detail for the retractable and static bollards.

Answer: For static bollards, refer to the City's standard detail M-20. The proposed retractable bollards shall be 3.5' tall, traffic rated for utility maintenance vehicles and be retractable by remote control/button. Product shall be by Blockaides or Bollards Direct USA.

Question #14: Is sodding required for all disturbed areas?

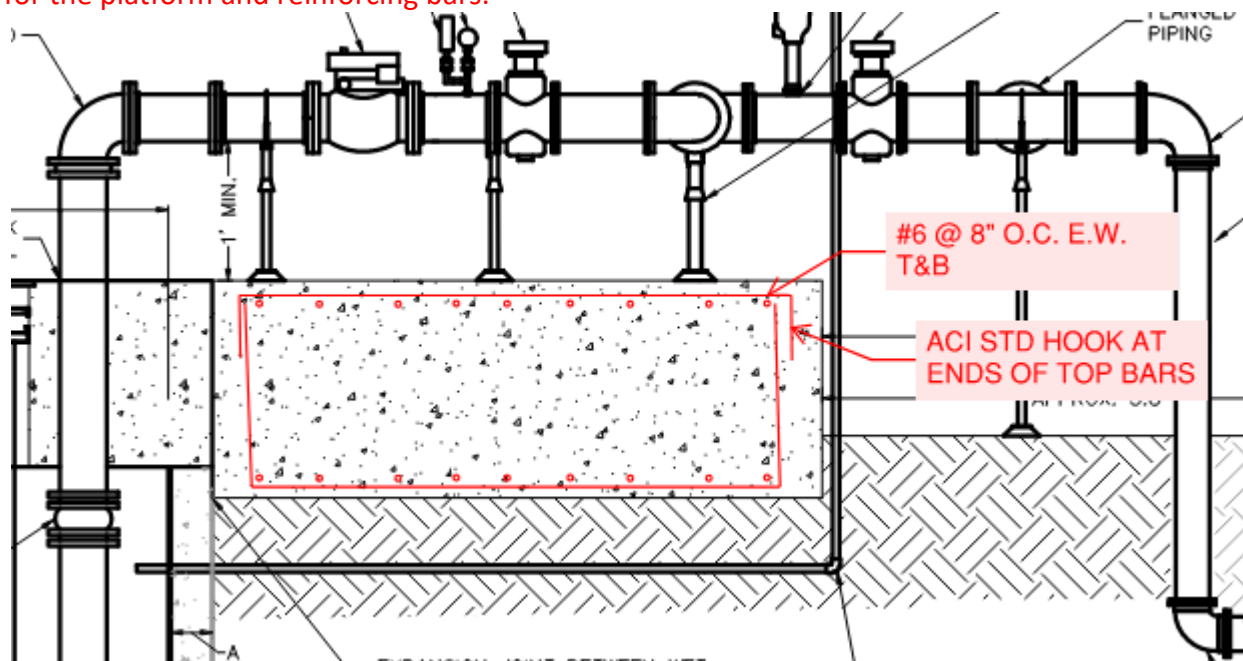
Answer: All disturbed areas shall be resodded with the same type of sod as existing.

Question #15: What is the proposed ground cover within the lift station site aside from the concrete pads? Please provide a detail.

Answer: Minimum 6" of #57 stone over filter fabric.

Question #16: Please provide a detail for the concrete platform at the wet well including reinforcing bars.

Answer: The drawing below is from Attachment #3, page M1. What's added in RED is the detail for the platform and reinforcing bars.



Question #17: Refer to Bid Item 9. Please provide a detail for asphalt restoration.

Answer: Please refer to detail R-13, attached as part of this Addendum. (See attachment).

Question #18: Refer to Bid Item 10. Where is the location of the driveway indicated on the plans?

Answer: Contractor is to replace concrete access pad removed during demolition. Replacement apron shall be minimum 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #19: Is the new wet well top intended to be precast? Also, what is the thickness?

Answer: The new wet well top shall be minimum 6" thick precast concrete.

Question #20: Is a contractor's field office trailer required for this project?

Answer: No contractor field office trailer required.

Question #21: Please confirm that a Maintenance Bond is required for this project per the Measurement and Payment section – Bid Item #2. Please detail the percent of the bond and duration.

Answer: No maintenance bond is required. This project requires Performance & Payment Bonds.

Question #22: Drawing S-1, Note #5 states:

5. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A GEOTECHNICAL CONSULTANT FOR CONSTRUCTION TESTING AND APPROVAL OF FILL AND COMPACTION. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL VERIFY GLOBAL STABILITY OF THE PERIMETER WALL, EVALUATE THE BEARING CAPACITY AND SETTLEMENT OF THE RETAINING WALLS, AND PROVIDE ANY INSPECTION SERVICES REQUIRED DURING SOIL PLACEMENT.

Typically, the owner is responsible for this requirement during design. Please confirm that the owner will assume this cost.

Answer: The Contractor is responsible for all construction testing, including Geotechnical services listed in Note #5 on Sheet S-1.

Question #23: What is the size and detail of the new access hatch on the existing wet well? Please provide model number and manufacturer name.

Answer: The new access hatch shall be at minimum a 48" x 48" Aluminum Hatch cast into the new precast wet well top. The hatch shall include Bilco Fall Protection Grating System or approved equal per sheet M-1.

Question #24: Please clarify, on the bid tab online item #15 it states diesel bypass pump, but on the plans, it seems to not have a bypass pump and only the piping and concrete slab.

Answer: The Diesel Bypass Pump is included with the project per the project plans and specifications. The pump shall be BBA Pumps model# BA100E D265 Diesel Driven.

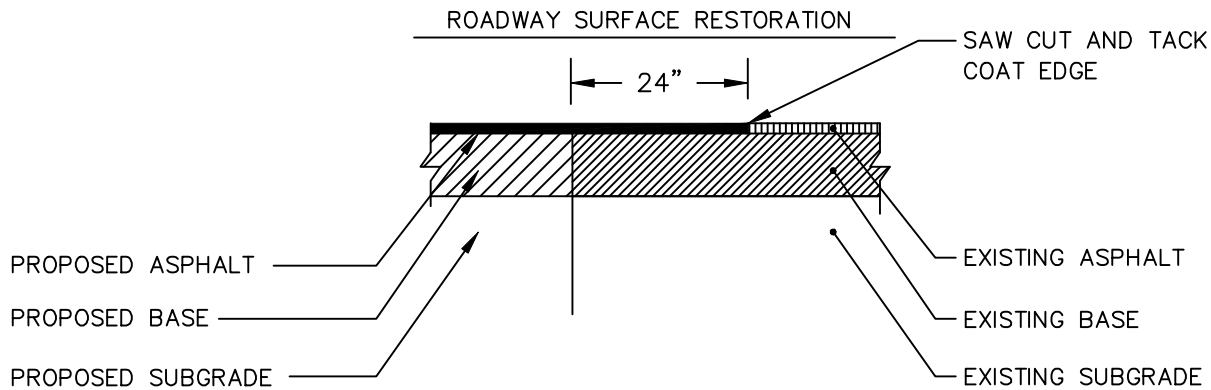
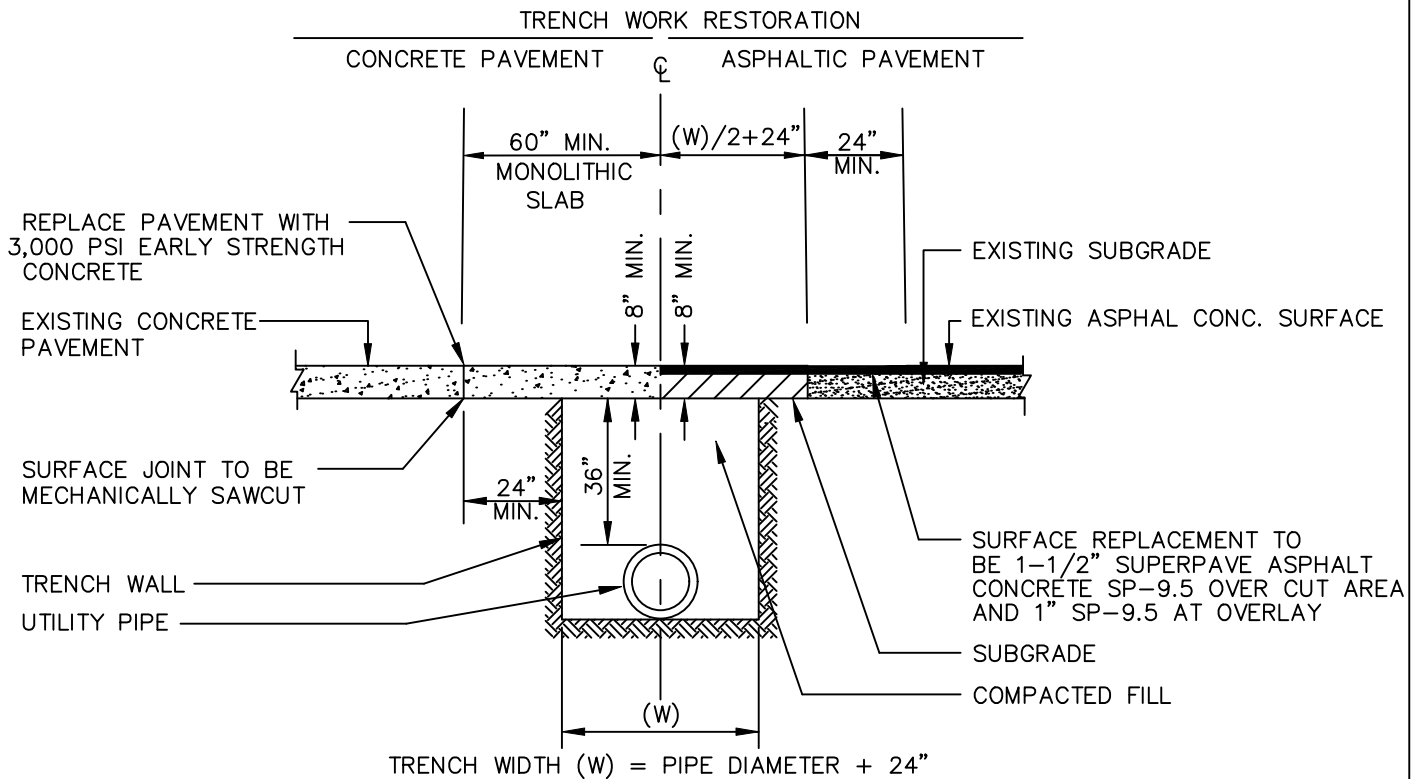
Question #25: Can a precast wall be substituted to replace the 8' high CMU wall that surrounds the Lift Station?

Answer: A precast wall system will be accepted as an alternate to the CMU wall as long as it meets all of the design and structural requirements of the CMU wall and any additional engineering cost required for installation or obtaining a building permit will be the sole responsibility of the contractor.

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #1

Chip Kent
Purchasing Agent
ckent@port-orange.org



NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/LIDS AND VALVE BOXES/LIDS, AND SIMILAR APPURTENANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.
3. REPLACEMENT BASE MATERIAL TO BE LIMEROCK OR RECYCLED CONCRETE. BASE AND ANY SUBBASE TO BE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.



**STANDARD CONSTRUCTION DETAIL
PAVEMENT RESTORATION**

REV. 12/18

FILE NAME:

R13.DWG

DETAIL REF:

R-13

ITB 24-12 Addendum No. 2

Consisting of 1 Page



CITY OF PORT ORANGE

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ADDENDUM # 2

July 16, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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.

The due date for Bid Submittals is hereby changed to August 2, 2024, at 2:30 PM (EST).

A. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

None

D. QUESTIONS AND ANSWERS

None

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #2

Chip Kent
Purchasing Agent
ckent@port-orange.org

Exhibit "1" Contractor's Bid Schedule

Consisting of 1 Page

(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING**(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING****ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation**Name of Business: **ALL STATE CIVIL CONSTRUCTION INC.**Contact Person: **CHRIS McHEGAN**Email Address: **CMcHEGAN@ALLSTATECIVILCONSTRUCTIONFL.COM**Authorized Signature: *[Signature]***ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1	10,000 ⁻	10,000 ⁻
2	Insurance, Performance and Payment Bond	LS	1	45,000 ⁻	45,000 ⁻
3	Preconstruction Video	LS	1	1,000 ⁻	1,000 ⁻
4	Construction Restoration - (site cleanup, seed and mulch)	LS	1	2,500 ⁻	2,500 ⁻
5	Site Work (clearing and grubbing, grading, erosion control)	LS	1	5,500 ⁻	5,500 ⁻
6	Lift Station Demolition, including but not limited to: - 2 suction lift pumps - Well top and internal piping - 10 LF of lift station discharge piping to existing plug valve - Sandblast concrete lift station interior - Electrical and associated conduit/piping - Vinyl fence	LS	1	30,000 ⁻	30,000 ⁻
7	Construction Testing (Pressure, Density Testing, etc.)	LS	1	5,000 ⁻	5,000 ⁻
8	Survey Layout & Record Drawings	LS	1	3,000 ⁻	3,000 ⁻
9	Asphalt Restoration - (driveway bollard replacement)	SF	70	150 ⁻	10,500 ⁻
10	Concrete Restoration - (concrete driveway)	SF	60	40 ⁻	2,400 ⁻
11	Concrete Pads	CY	15	1,000 ⁻	15,000 ⁻
12	Platform and Railing	SF	150	550 ⁻	82,500 ⁻
13	Lift Station Improvements (8-ft Diameter) - Liner - Replace lift station top and hatch - Replace interior suction piping, rails, etc. - Reduce concrete fillet at bottom of well	LS	1	100,000 ⁻	100,000 ⁻
14	Submersible Sulzer Pump (Including base elbows, anchor bolts, guide rail systems, access hatch, and startup)	EA	2	180,000 ⁻	360,000 ⁻
15	Diesel Bypass Pump (includes 4" Vacuum Assisted Centrifugal Pump, Sound Attenuated Canopy, 2- 10 m Floats, and Control Panel)	EA	1	80,000 ⁻	80,000 ⁻
16	8-in Above Ground Valve Assembly (Piping, Fittings, Valves, etc.)	LS	1	80,000 ⁻	80,000 ⁻
17	6-in HDPE Force Main - bypass piping (Including fittings, restraints, adapters, Camlocks, etc.)	LF	40	150 ⁻	6,000 ⁻
18	Connection to Existing 6" Force Main: Tapping Sleeve and Valve	EA	1	1,000 ⁻	
19	CMU Wall - varied height	LF	140	750 ⁻	105,000 ⁻
20	Static Bollards	EA	2	1,500 ⁻	3,000 ⁻
21	Retractable Bollards	EA	2	2,000 ⁻	4,000 ⁻
22	Bypass Operations	LS	1	20,000 ⁻	20,000 ⁻
23	Electrical I&C	LS	1	50,000 ⁻	50,000 ⁻
				TOTAL PRICE	1,021,400⁻

LEGEND:

LS - Lump Sum

EA - Each

LF - Linear Feet

SF - Square Feet

CY - Cubic Yards

Exhibit "2" Contractor's Proposal

Consisting of 53 Pages

(Not attached, on file with City Clerk)

ITB 24-12 Oceans Lift Station Rehabilitation

Consisting of 158 Pages

(Not attached, on file with City Clerk)

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 – Scrutinized Companies Certification
- ☒ Form 7.11 – Local Business Affidavit of Eligibility
- ☒ Form 7.12 – E-Verify Affidavit
- ☒ Form 7.13 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 7.14 – Affidavit of Compliance With Section 287.138
- ☒ Form 7.15 – No Submittal Response Form
- ☒ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- ☒ (Attachment 1) – Schedule of Unit Pricing
- ☒ Original Bid Bond
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: AN SIVAN CONSTRUCTION INC.
Name of Business

[Signature]
Authorized Signature

7/16/2024
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

Authorized Signature

Printed Name and Title

Federal Identification No.

STATE OF: FLORIDACOUNTY OF: VOLUSIA

Mailing Address

City, State & Zip Code

Telephone Number

E-mail Address

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

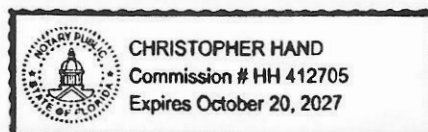
16 day of JULY, 2024, by CHRIS MEHEGAN and who:

☐ Is personally known to me; or ☒ has produced FLDL as identification.

[Signature] Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.3 – 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: 7-12-24 Addendum# 3 Date: 7-26-24
Addendum# 2 Date: 7-16-24 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 statements regarding Addendum Acknowledgement and Change Order Procedures:

Am Star Const. Inc
Name of Business

[Signature]
Authorized Signature

Chris Mehegan President
Printed Name and Title

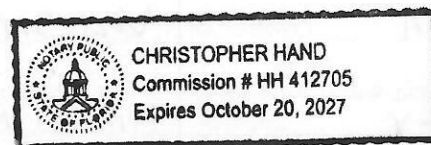
STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JULY, 2024, by CHRIS MEHEGAN and who:

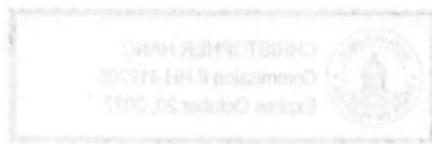
☐ Is personally known to me; or ☒ has produced FLDL as identification.

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

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

ADDENDUM #1

July 12, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

As stated during the Pre-Solicitation Meeting, there will not be a formal site visit for this project. If the bidder wishes to see the site, it is accessible to the public. They cannot get inside the gate but they are able to see everything they need to.

D. QUESTIONS AND ANSWERS:

Question #1: Can General Control Systems be added as an approved System Supplier? GCS meets all the qualifications listed in Section 13300 of the Technical Specifications.

Answer: General Control Systems will be added as an approved System Supplier

Question #2: What is the Engineer's Estimate/Budget?

Answer: Engineer's Opinion of Probable Construction Costs is \$950,000.

Question #3: Refer to Sheet S5, Section A-A, Note "Federal Color 23619 3/8" PTD Smooth Stucco Finish Over Masonry Substrate". Please confirm that this note is typical for the entire wall.

Answer: Confirmed, this is typical for the entire wall.

Question #4: Is water proofing to be applied to the CMU wall?

Answer: Yes. Coat the interior and exterior of the CMU wall with Sherwin-Williams LOXON XP Waterproofing Masonry Coating.

Question #5: Refer to Sheet S6, Detail "F", Note "Gate (Designed by others)". What is the intent and basis of design? This statement is extremely vague and could be assumed to be a variety of materials (i.e., aluminum, steel, galvanized, ornamental, etc. It will be difficult to accurately price this without more detailed information.

Answer: The gate shall be 12' Wide Aluminum Double Entry Gate with 72" High Gate Leaf;

- 6" x 6" x 1/8" aluminum post
- Outer Gate Frame – 2" x 3" x 1/8" with Radius Edge
- Top/Bottom/Side Rails – Gate System
- Center Mullion – Gate System
- Louvered Blades – Gate System
- Heavy Duty 316SS Latch
- Drop Pins
- 316SS 180 Degree Hinges
- Silver Powder Coated Finish

Question #6: Is the platform to be aluminum? What is the size of the proposed railings and platform grating? A basis of design is needed to accurately price this. If not, this item could be overpriced or underpriced.

Answer: The platform shall be aluminum and shall be designed to meet Florida Building Code, current edition. Design criteria provided below.

ALUMINUM

1. ALUMINUM DESIGN, DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO THE LATEST EDITION OF THE ALUMINUM DESIGN MANUAL.
2. ALUMINUM IN CONTACT WITH OR EMBEDDED IN CONCRETE OR MASONRY SURFACES SHALL BE COATED WITH A HEAVY COATING OF ALKALI RESISTANT BITUMINOUS PAINT.
3. ALL BOLTS USED IN CONNECTIONS WITH ALUMINUM MEMBERS SHALL BE STAINLESS STEEL A316, UNLESS NOTED OTHERWISE.
4. ALL WELDING OF ALUMINUM STRUCTURES SHALL CONFORM TO "STRUCTURAL WELDING CODE - ALUMINUM", AWS D1.2, LATEST EDITION.

DESIGN CRITERIA

1. 2020 FLORIDA BUILDING CODE, BUILDING - 7TH EDITION (FBC)
2. REINFORCED CONCRETE: ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
3. STRUCTURAL STEEL: AISC MANUAL OF STEEL CONSTRUCTION, 1ST EDITION
4. ALUMINUM: ADM1-2015, ALUMINUM DESIGN MANUAL
5. LIVE LOADS:

GRATING AND CATWALKS:	100 PSF
STAIRS:	100 PSF
6. WIND DESIGN CRITERIA:

RISK CATEGORY	IV
ULTIMATE DESIGN WIND SPEED, V_{ULT}	150 MPH
NOMINAL DESIGN WIND SPEED, V_{ASD}	116 MPH
EXPOSURE CATEGORY	C

Question #7: Is the platform to be leveled with the concrete structure?

Answer: Yes, per the proposed elevations shown on Sheet C-2.

Question #8: Please clearly identify what items are to be painted. The painting spec is not clear.

Answer: The interior and exterior of the CMU wall shall be painted to match Federal Color 595c 13596 using Sherwin-Williams Pro Industrial Acrolon 100 HS Waterbased Urethane or approved equal.

Question #9: Can a spray on liner be used to coat the precast wet well walls in lieu of the suggested Agru or Fiberglass liner? An approved spray on liner will be more cost effective and reduce construction time.

Answer: Yes, the spray liner shall be Raven 405 or approved equal.

Question #10: Refer to Bid Item 11. Does this refer to the concrete structure around the top of wet well?

Answer: Yes, and the concrete bypass pump pad.

Question #11: What is the thickness of the proposed concrete pad for the emergency bypass pump pad? Please provide a detail showing the reinforcing bars and type of concrete.

Answer: The concrete pad for the bypass pump shall be 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #12: What is the sewer flow rate entering the master manhole? This is required to determine what bypass system can be used.

Answer: Use a Peak Hour Flow of 110 gpm for sizing bypass system.

Question #13: There is limited information regarding the proposed bollards. Please provide a detail for the retractable and static bollards.

Answer: For static bollards, refer to the City's standard detail M-20. The proposed retractable bollards shall be 3.5' tall, traffic rated for utility maintenance vehicles and be retractable by remote control/button. Product shall be by Blockaides or Bollards Direct USA.

Question #14: Is sodding required for all disturbed areas?

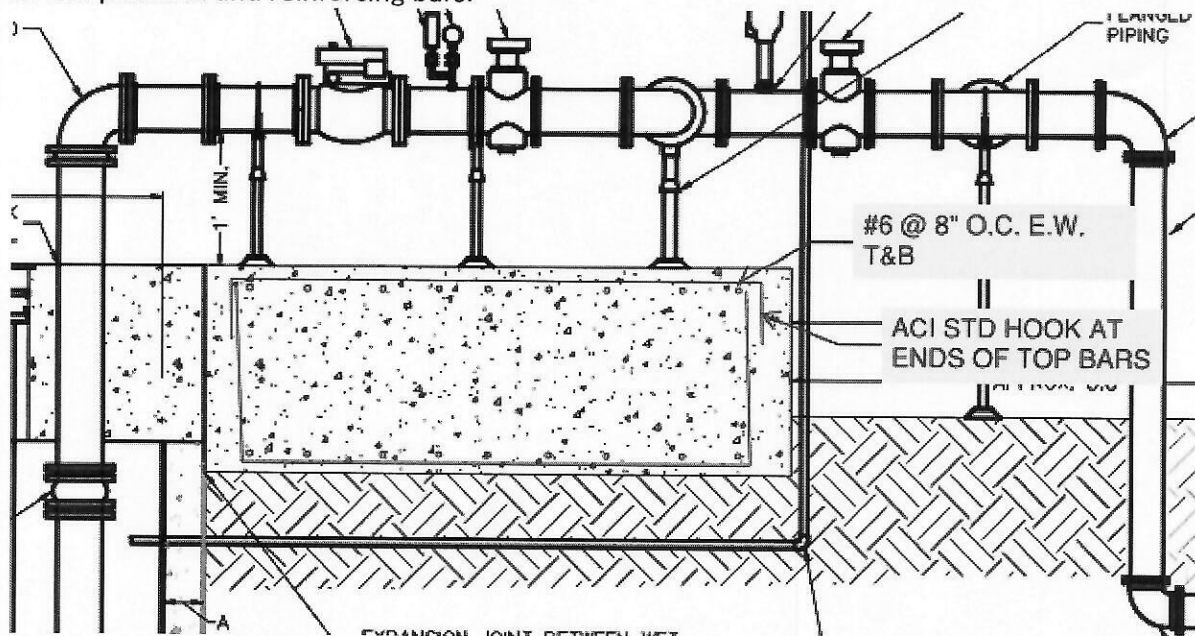
Answer: All disturbed areas shall be resodded with the same type of sod as existing.

Question #15: What is the proposed ground cover within the lift station site aside from the concrete pads? Please provide a detail.

Answer: Minimum 6" of #57 stone over filter fabric.

Question #16: Please provide a detail for the concrete platform at the wet well including reinforcing bars.

Answer: The drawing below is from Attachment #3, page M1. What's added in RED is the detail for the platform and reinforcing bars.



Question #17: Refer to Bid Item 9. Please provide a detail for asphalt restoration.

Answer: Please refer to detail R-13, attached as part of this Addendum. (See attachment).

Question #18: Refer to Bid Item 10. Where is the location of the driveway indicated on the plans?
Answer: Contractor is to replace concrete access pad removed during demolition. Replacement apron shall be minimum 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #19: Is the new wet well top intended to be precast? Also, what is the thickness?
Answer: The new wet well top shall be minimum 6" thick precast concrete.

Question #20: Is a contractor's field office trailer required for this project?
Answer: No contractor field office trailer required.

Question #21: Please confirm that a Maintenance Bond is required for this project per the Measurement and Payment section – Bid Item #2. Please detail the percent of the bond and duration.

Answer: No maintenance bond is required. This project requires Performance & Payment Bonds.

Question #22: Drawing S-1, Note #5 states:

5. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A GEOTECHNICAL CONSULTANT FOR CONSTRUCTION TESTING AND APPROVAL OF FILL AND COMPACTION. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL VERIFY GLOBAL STABILITY OF THE PERIMETER WALL, EVALUATE THE BEARING CAPACITY AND SETTLEMENT OF THE RETAINING WALLS, AND PROVIDE ANY INSPECTION SERVICES REQUIRED DURING SOIL PLACEMENT.

Typically, the owner is responsible for this requirement during design. Please confirm that the owner will assume this cost.

Answer: The Contractor is responsible for all construction testing, including Geotechnical services listed in Note #5 on Sheet S-1.

Question #23: What is the size and detail of the new access hatch on the existing wet well? Please provide model number and manufacturer name.

Answer: The new access hatch shall be at minimum a 48" x 48" Aluminum Hatch cast into the new precast wet well top. The hatch shall include Bilco Fall Protection Grating System or approved equal per sheet M-1.

Question #24: Please clarify, on the bid tab online item #15 it states diesel bypass pump, but on the plans, it seems to not have a bypass pump and only the piping and concrete slab.

Answer: The Diesel Bypass Pump is included with the project per the project plans and specifications. The pump shall be BBA Pumps model# BA100E D265 Diesel Driven.

Question #25: Can a precast wall be substituted to replace the 8' high CMU wall that surrounds the Lift Station?

Answer: A precast wall system will be accepted as an alternate to the CMU wall as long as it meets all of the design and structural requirements of the CMU wall and any additional engineering cost required for installation or obtaining a building permit will be the sole responsibility of the contractor.

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #1

Chip Kent
Purchasing Agent
ckent@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

July 16, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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.

The due date for Bid Submittals is hereby changed to August 2, 2024, at 2:30 PM (EST).

A. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

None

D. QUESTIONS AND ANSWERS

None

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #2

Chip Kent
Purchasing Agent
ckent@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 # 3

July 26, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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.

The deadline for questions is hereby extended to July 31, 2024 by 5:00 PM EST.

The due date for bid submittals is hereby changed to August 07, 2024, at 2:30 PM (EST).

A. CHANGES TO THE ITB:

Please see the revisions and changes in the documents titled "ITB 24-12 Addendum 3 Memorandum" and "ITB 24-12 Addendum 3 Revised Drawings" that are posted as separate documents on DemandStar at www.demandstar.com and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

B. CLARIFICATIONS:

Allowances for permitting and FPL electrical work will be added at the time of contracting with the awarded firm.

C. QUESTIONS AND ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #3

Chip Kent
Purchasing Agent
ckent@port-orange.org

FORM 7.4 - DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies 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.

Am Star Const. Inc

Name of Business

Chris Mehegan

Authorized Signature

CHRIS MEHEGAN

Printed Name and Title

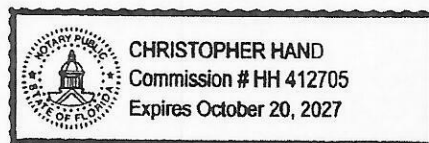
STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JULY, 2024, by CHRIS MEHEGAN and who:

☐ Is personally known to me; or ☒ has produced FLDL 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 7.5 - 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 CHRIS MENEGAN, who, being by me first duly sworn, made the following statement:

- 1. The business address of 1301 BAYVIEW RD SUITE 16 DAYTONA BEACH FL 32119 (name of Offeror or business) is _____
- 2. My relationship to ALL STATE CIVIL CONSTRUCTION INC. (name of Offeror or business) is President/owner 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

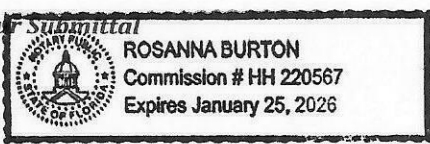
ALL STATE CIVIL CONSTRUCTION INC
Name of Business
Chris Menegan
Authorized Signature
CHRIS MENEGAN PRESIDENT
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8TH day of August, 2024, by Chris Menegan and who:

☐ Is personally known to me; or ☒ Has produced FLDL as identification.

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

This document must be completed and returned with your Submittal



FORM 7.6 - ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: An Spath Casey Const. Inc.

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

PRINTED SIGNATURE: Charles M. Spath

TITLE: Pres.

ADDRESS: 1301 Bayview Rd Suite 16 Daytona Beach FL 32119

CITY, STATE AND ZIP CODE: Daytona Beach FL 32119

TELEPHONE: 386 681 8105

F.E.I.N.: 84-4099160

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: All State Civil Construction, Inc.
- B. Permanent main office address: 1301 Benth Rd suite 16, Daytona Beach, FL 32119
- C. Date organized: 1/1/2020
- D. If a corporation, where incorporated: Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 4 yrs
- F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: utility
- 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 Date 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. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- M. Credit currently available: \$ 200,000.00
- N. Give bank name, contact name and phone number: Intercoastal Bank, Kim Brown, 386-236-7441
- O. 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

All State Civil Constr. Inc
Name of Business

Chris Mehegan
Authorized Signature

CHRIS MEHEGAN PRES.
Printed Name and Title

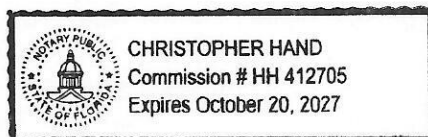
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of July, 2024, by CHRIS MEHEGAN and who:

☐ Is personally known to me; or ☒ has produced FLOV as identification.

[Signature] Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal





All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, FL 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Exhibit F

Peel Ave Sewer Extension 4/2024 – 8/2024 **City of Orlando**
\$845,000.00 Construct 8" clay gravity sewer main and manholes, extend 2" watermain to last property owner, remove and replace asphalt road and sidewalk.
Contact: Harvey Newsome 15911 John's Lake Rd. Clermont, FL 3211
352-449-8269

Will be Complete in 1 weeks

Bible Baptist Church 8/2024 – 9/2024 **RJ Ewen's Outdoors**
\$586,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: RJ Ewen's Outdoor 3565 Cedar Lane Deland, FL 32724
386-279-8975

Will be Complete in 10/11/2024

Volusia County Sheriff Dept. 8 /2024 – 10/2024 **Volusia County**
\$198,500.00 Construction of Lift station and forcemain.
Contact: Kamon Gardener 123 W Indiana Ave. Deland, FL 32724
386-527-4212

Will be Complete in 9/1/2024

Aero Apartments 8/2024 – 11/2024 **Boudreaux's Pro Grade LLC**
\$290,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: Chris Nieves 705 Hope St. Ormond Beach, FL 32174
386-214-3672

Will be Complete in 11/7/2024

Rite Track Gas Station 8 024 – 11/2024 **Boudreaux's Pro Grade LLC**
\$475,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: Chris Nieves 705 Hope St. Ormond Beach, FL 32174
386-214-3672

Will be Complete in 11/30/2024



All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, FL. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Exhibit J

Oak Hill Septic to Sewer **11/2023 – 12/2023** **City of Oak Hill**
\$86,798.00 Construct Septic to sewer. Installed new sewer, sewer connection and removed existing septic system and drain field.
Contact: Robert Wolaver 129 E Halifax Ave. Oak Hill FL. 530-263-3016
Prime - - - - Schedule Met yes

8" Clay Sewer Repair **1/2024 – 1/2024** **City of South Daytona**
\$55,000.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, FL. 32121 386-322-3083
Prime - - - - Schedule Met yes

8" Clay Sewer Repair **1/2024 – 1/2024** **City of South Daytona**
\$30,473.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, FL. 32121 386-322-3083
Prime - - - - Schedule Met yes

20" Reclaimed Water Repair **2/2024 – 2/2024** **City of Daytona Beach**
\$43,900.00 Construct 20" clay reclaimed water repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, FL. 32114 386-671-8886
Prime - - - - Schedule Met yes

Storm Drainage Rehab **3/2024 – 3/2024** **City of Daytona Beach**
\$232,770.00 Install FDOT Type H Inlets, 800 linear feet of 48" Round RCP Pipe and 2 Mitered Ends repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, FL. 32114 386-671-8886
Prime - - - - Schedule Met yes



All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, FL 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Exhibit K

Equipment Owned

Komatsu 2019 PC88 Excavator
Komatsu 2021 PC210 Excavator
Komatsu 2019 PC360 Excavator
Komatsu 2016 WA 270 Loader
Komatsu 2019 WA 270 Loader
Komatsu 1996 WA 250 Loader
Cat 2021 299D Skid Steer
Kaufman 2022 30' Gooseneck dump trailer
Top Hat 2014 Dump Trailer
Ford 2019 F250
Ford 2022 F250
Ford 2021 F450
Chevy 2024 2500

Chris Mehegan

President

Experience

2000-2015

Project Manager at Orion Construction Company

Install Underground Utilities, Directional Drill, Clean & CCTV Sewer and Storm. Clean and maintenance Lift Stations

2015-2017

Pipe Foreman at Tomoka Construction

Install Underground utilities

2017-2019

Superintendent at Mercon Construction

Oversee projects from start to finish. Material orders. In charge of all subcontractors

2019- Present

President at All State Civil Construction

Oversee company. Bid, purchase material, and install utilities

Education

1994-1998

Spruce Creek High School

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

1301 Beville Rd. Suite16
Daytona Beach, FL 32119
386-681-8105

College, 1999

- B.S., Agricultural and Biological Engineering, University of Florida, 2001
- Sales Engineering Certificate, University of Florida, 2001

REGISTRATION

- State of Florida
Certified General Contractor
(CGC1525137)
- Professional Engineer, State of Florida (66624)
- Florida Department of Environmental Protection –
Stormwater, Erosion, and Sedimentation Control Inspector (8119)
- Advanced MOT

PROFESSIONAL HISTORY

- All State Civil Construction, Inc., Owner/Project Manager/Estimator, 2021 – Present
- Zahn Engineering, Project Engineer, 2020 - Present
- Bone Dry Design Build, Inc., Owner/Project Manager, 2018 - Present
- Bone Dry Dewatering, LLC, Owner/Project Manager, 2016 - Present

• **CRA Utility Undergrounding Streetscape & Stormwater Improvements – Phase IIA (Flagler Beach, FL):**

Mr. Anderson was the construction project manager for the general contractor (Westwind Contracting, Inc.) awarded this City of Flagler Beach Capital Improvement Project. The project was approximately \$1.3 million, located in downtown Flagler Beach, and included downtown redevelopment of City streets with the installation of new stormwater drainage infrastructure and exfiltration pipes. This project also included the construction of an underground stormwater exfiltration retention area consisting of several rows of 36-inch diameter perforated, corrugated HDPE exfiltration pipe, potable water replacement, sanitary sewer replacement, sidewalk and driveway removal and replacement, turf-block parking installation, and complete roadway rebuild and paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. This project was completed on-time and within budget.

• **East 7th Avenue Drainage Improvements (Mount Dora, FL):**

Mr. Anderson was the construction project manager at Masci General Contractor, Inc. who was responsible for constructing the project. This project was a City of Mount Dora Capital Improvement Project costing approximately \$1.8 million located in downtown Mount Dora. It consisted of the installation of new stormwater drainage infrastructure, including an underground stormwater exfiltration retention area, constructed of several rows of 102" diameter perforated corrugated metal exfiltration pipes, located in Donnelly Park. The project also included potable water main relocations, sanitary sewer main and service relocations, sidewalk and driveway removal and replacement, concrete slabs, and complete roadway rebuild, including paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Atlantic Avenue Sidewalk (Wilbur by the Sea, FL):** This was a Volusia County Capital Improvements project that Mr. Anderson

Michael R. Anderson, P.E., C.G.C.

Professional Engineer, General Contractor

6172 Del Rio Drive, Port Orange, FL 32127

386-299-6641

mranderson@bonedryflorida.com

College, 1999

- B.S., Agricultural and Biological Engineering, University of Florida, 2001
- Sales Engineering Certificate, University of Florida, 2001

REGISTRATION

- State of Florida Certified General Contractor (CGC1525137)
- Professional Engineer, State of Florida (66624)
- Florida Department of Environmental Protection – Stormwater, Erosion, and Sedimentation Control Inspector (8119)
- Advanced MOT

PROFESSIONAL HISTORY

- All State Civil Construction, Inc., Owner/Project Manager/Estimator, 2021 – Present
- Zahn Engineering, Project Engineer, 2020 - Present
- Bone Dry Design Build, Inc., Owner/Project Manager, 2018 - Present
- Bone Dry Dewatering, LLC, Owner/Project Manager, 2016 - Present

- **CRA Utility Undergrounding Streetscape & Stormwater Improvements – Phase IIA (Flagler Beach, FL):** Mr. Anderson was the construction project manager for the general contractor (Westwind Contracting, Inc.) awarded this City of Flagler Beach Capital Improvement Project. The project was approximately \$1.3 million, located in downtown Flagler Beach, and included downtown redevelopment of City streets with the installation of new stormwater drainage infrastructure and exfiltration pipes. This project also included the construction of an underground stormwater exfiltration retention area consisting of several rows of 36-inch diameter perforated, corrugated HDPE exfiltration pipe, potable water replacement, sanitary sewer replacement, sidewalk and driveway removal and replacement, turf-block parking installation, and complete roadway rebuild and paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. This project was completed on-time and within budget.

- **East 7th Avenue Drainage Improvements (Mount Dora, FL):** Mr. Anderson was the construction project manager at Masci General Contractor, Inc. who was responsible for constructing the project. This project was a City of Mount Dora Capital Improvement Project costing approximately \$1.8 million located in downtown Mount Dora. It consisted of the installation of new stormwater drainage infrastructure, including an underground stormwater exfiltration retention area, constructed of several rows of 102" diameter perforated corrugated metal exfiltration pipes, located in Donnelly Park. The project also included potable water main relocations, sanitary sewer main and service relocations, sidewalk and driveway removal and replacement, concrete slabs, and complete roadway rebuild, including paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Atlantic Avenue Sidewalk (Wilbur by the Sea, FL):** This was a Volusia County Capital Improvements project that Mr. Anderson

Michael R. Anderson, P.E., C.G.C.

Professional Engineer, General Contractor

6172 Del Rio Drive, Port Orange, FL 32127

386-299-6641

mranderson@bonedryflorida.com

- Quentin L. Hampton Associates, Project Manager, 2016 – 2017
- Masci General Contractors, Inc., Project Manager, 2014-2016
- City of Port Orange, FL, Community Development Engineer, 2012-2014
- Westwind Contracting, Inc., Bunnell, FL, Project Manager and Staff Engineer, 2009 - 2012
- Singhofen & Associates, Inc., Palm Coast, FL, Branch Manager/Project Manager/Project Engineer, 2004 - 2008
- CPH Engineers, Inc., Palm Coast, FL, Project Engineer, 2003 - 2004
- LBFH, Inc., West Palm Beach, FL, Project Engineer, 2002 - 2003
- University of Florida, Gainesville, FL, Engineering Intern Research Assistant, 2001
- United States Navy, Hospital Corpsman, 1990 - 1994

AFFILIATIONS

- Order of the Engineer, 2001 - Present
- American Society of Civil Engineers, 2002 -

was the construction project manager for Masci General Contractor, Inc., the awarded general contractor. The project was approximately one mile long for a cost of \$2.8 million, which included the installation of new concrete sidewalks, new stormwater drainage infrastructure, including inlets and 24-inch diameter exfiltration pipes, and new road re-construction. The project also included the construction of a new 8-inch potable water main which was intended to replace an older active water main that conflicted with the proposed drainage infrastructure. New water service connections were required for all the existing utility customers that were located within the project area. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **SR-426 (Aloma Ave) and SR -436 (Semoran Blvd) Intersection Improvements (Winter Park, FL):** Mr. Anderson was the construction project manager for the general contractor, Masci General Contractor, Inc., responsible for constructing this FDOT heavy civil roadway reconstruction project. The project was over \$2.8 million and included the complete demolition and rebuilding of one of the busiest intersections in Orange County. The project included demolition, new roadway construction, concrete curbs, medians, and sidewalks, large stormwater pipe and inlet construction, and the installation of a new signalization system with the demolition of the old. Due to traffic loads, this project was primarily constructed at night and often required the complete closure of the intersection, which Mr. Anderson was entirely responsible for completing safely. He was responsible for project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.
- **Graham Swamp Multi-Use Trail (City of Palm Coast):** Mr. Anderson was the construction manager for the general contractor, Westwind Contracting, Inc., responsible for building the project.

present

- Florida Engineering Society, 2002 - Present
- National Society of Professional Engineers, 2002 - Present

The project was an approximately \$1.2 million Capital Improvement Project located in the City of Palm Coast and included a multi-use pathway with boardwalks and steel bridges crossing major drainage canals. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Tensolite Expansion (St. Augustine):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc. on this private project. The project consisted of civil site work related to an 18,750 square feet manufacturing building addition. The project was valued at approximately \$1 million and included construction of underground stormwater drainage infrastructure, storm water ponds, new curbing, and roadway and parking lot construction. As an issue became apparent, Mr. Anderson became responsible for the project storm water design revisions during construction. He was also responsible for estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, heavy equipment operation, 3-dimensional earthwork modeling, and overall project management. This project was completed on time and within budget.
- **East Central Regional Rail Trail Segment 1 & 2 (Volusia County):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., who was awarded the project. This \$2.1 million project was a Volusia County Local Agency Program Capital Improvements Project located in Enterprise, Florida and was a critical link to the Florida East Central Regional Trail system. It included over 6-miles of an asphalt paved multi-use path and boardwalks located on an old railroad bed through undeveloped wooded areas. This project also included concrete driveways and curbing, grading, stormwater drainage installation, signage and striping, and fence construction. Mr. Anderson was responsible for all aspects of the project including estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, heavy equipment operation, and overall project management. This project was completed on time and within budget.

Michael R. Anderson, P.E., C.G.C.

Professional Engineer, General Contractor

6172 Del Rio Drive, Port Orange, FL 32127

386-299-6641

mranderson@bonedryflorida.com

- **Herbert Street Sidewalk Southside (Port Orange, FL):** City of Port Orange Project Manager for a new sidewalk Capital Improvements Project. This project was a City project and included the construction of approximately 0.6 miles of new eight-foot wide concrete sidewalk, concrete driveways, and concrete retaining walls. Mr. Anderson also performed as the Construction Engineering Inspection manager, inspector, and LAP administration during construction. This project was completed by the Contractor on-time and under budget.
- **Seminole Wekiva Multi-Use Trail:** This project was a Seminole County Capital Improvement, Local Agency Program project which Mr. Anderson was the construction project manager for the general contractor awarded the project, Masci General Contractor, Inc. This project was approximately \$2.4 million and included the construction of an asphalt paved multi-use pathway along an old railroad bed. The project also included new retaining walls with handrails, signage, striping, and gopher tortoise relocation efforts prior to construction activities. Mr. Anderson was responsible for all aspects of the project including but not limited to estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, equipment operation, and overall project management. This project was completed on-time and within the budgeted amount.
- **SR-600 John Young Parkway (Kissimmee, FL):** Mr. Anderson was the construction project manager for Masci General Contractor, Inc., the general contractor responsible for constructing this 1.4 mile FDOT heavy civil roadway reconstruction project. The project was over \$14 million and included the complete demolition and rebuilding of SR-600 (John Young Parkway) from US 192 to Clay Street. It also included the construction of new stormwater ponds and infrastructure, removal and replacement of potable water and sanitary sewer mains. Mr. Anderson was responsible for all aspects of the project including procurement of equipment, materials, and manpower. He was also responsible for obtaining construction dewatering permits, scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. During this project, because of design issues, the FDOT requested Mr. Anderson to provide an engineering design for the projects main stormwater outfall for the project and the relocation of an active water main,

which were both permitted and constructed. This project was completed on-time and within the budgeted amount.

- **Kissimmee Multi-Use Trail:** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., which was a sub-contractor to the general contractor awarded this City of Kissimmee Capital Improvement Project. The sub-contracted scope of work was approximately \$800,000 and consisted of constructing only the site work portion of the project. Mr. Anderson's scope included installation of stormwater drainage infrastructure, roadway construction, including an asphalt paved multi-use pathway, concrete sidewalk construction, and FDOT style retaining walls. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, and overall project management. This project was completed on-time and within budget.
- **Additional Construction Project Experience:** Mr. Anderson has worked as the construction project manager on many other heavy civil, utility, and site construction projects, all of which were similar in nature varying in value from \$30,000 to \$5.5 million. These projects generally consisted of demolition, the installation of stormwater drainage infrastructure, construction of new water and sewer mains, relocating utilities, concrete curb, medians, sidewalk and driveway construction, grading, road building and rebuilding, retaining walls, etc. Most of these projects included material and sub-contractor quote solicitation and buy-out, in addition to many other project management tasks required to complete a heavy civil project.

REPRESENTATIVE SOFTWARE

Mr. Anderson's experience with respect to software includes Earthwork 3D, stormwater modeling using ICPR version 3, secondary drainage system design using Hydraflow, Autodesk Field Survey, and computer aided design using AutoCAD, AutoCAD Civil 3D, and MicroStation. In addition, he is proficient in the use of many other computer programs including MathCAD and many Microsoft Office tools such as Word, Excel, PowerPoint, and Project.

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: SEB ATTACHKO
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.



All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, FL. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

List of Business References:

List of business references:

Name	occupation	ph#	email
Mark Smith	Operation manager / City of S. Daytona	386-322-3083	msmith@southdaytona.org
Jeff Lane	Operation Manager / City of Daytona Beach	407-314-8675	Lanejeff@codb.us
Frank O'keefe	Engineer / City of Daytona Beach	386-671-8886	Okeefefrank@ocdb.us
Maria Pagan	Development Engineering / Orange County	407-492-1208	Maria.VazquezPagen@ocfl.net
Wilber Smith	Sewer Inspector / City of Orlando	407-758-6907	Wilber.smith@city of Orlando.net
Graeme Gardiner	Project Manager/ City of Port Orange	386-506-5953	ggardiner@port-orange.org

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: LP VIDEO PRODUCTIONSDescription of Work: VIDEOPercent of Contract Price: .06%Previous Experience Together: ☒ Yes ☐ No**Subcontractor No. 2**Name: UPHAM IncDescription of Work: SurveyPercent of Contract Price: .13%Previous Experience Together: ☒ Yes ☐ No**Subcontractor No. 3**Name: AUSTRIAN FRONCODescription of Work: Temp FRONCOPercent of Contract Price: .14%Previous Experience Together: ☒ Yes ☐ No**Subcontractor No. 4**Name: AMERICAN PLAZENUM BUILDERS INCDescription of Work: WALL & ALUMINUM PLATFORMPercent of Contract Price: 16%Previous Experience Together: ☐ Yes ☒ No**Subcontractor No. 5**Name: JC CONCRETEDescription of Work: CONCRETE PADSPercent of Contract Price: 1%Previous Experience Together: ☐ Yes ☒ No

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. 6Name: ATLANTIC PAPER SERVICESDescription of Work: WET WALL REPAIRPercent of Contract Price: 2%Previous Experience Together: ☒ Yes ☐ No**Subcontractor No. 7**Name: AAA PAPERDescription of Work: GATEPercent of Contract Price: .5%Previous Experience Together: ☒ Yes ☐ No**Subcontractor No. 8**Name: CARTER ELECTRIC

Description of Work: _____

Percent of Contract Price: 6.6%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 SCRUTINIZED COMPANIES CERTIFICATION

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

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, CHRIS MORGAN Pres., on behalf
(Print Name and Title)

of AN STATE CIVIL CONST. INC. ("Company"), certify that AN STATE CIVIL CONST. INC.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

AN STATE CIVIL CONST. INC.
COMPANY NAME

[Signature]
SIGNATURE

CHRIS MORGAN
PRINT NAME

PRES
TITLE

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION (page 2)

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of August, 2024, by Chris Menecon and who:

☒ is personally known to me; or ☐ has produced FL. D.L. as identification.

Ruth Symphony Daniell Johnson Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 10-02-2027



This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

Project# (as applicable): ITB 24-12
Business Name: All State Civil Const. Inc Contact Person/Title: Chris Mehegan Pres
Mailing Address: 1301 Bayview Rd Suite 16 City, State, Zip: Daytona Beach FL 32119
Phone Number: 386 681 8105 Email address: CMEHEGAN@ALLSTATECIVILCONSTRUCTION
Physical Presence of Business: ☒ Headquarters ☐ Principal Place of Business FL. com
Within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☒ State of Florida
FEIN (Federal Employer Identification Number): 84-4099160
Business Structure: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

All State Civil Const. Inc

Name of Business

Chris Mehegan

Authorized Signature

Chris Mehegan Pres.

Printed Name and Title

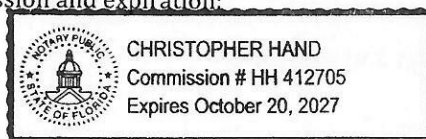
STATE OF: FLORIDA

COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JULY, 2024, by CHRIS MEHEGAN and who:

☐ Is personally known to me; or ☒ has produced FLDL as identification.

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



This document must be completed and returned with your Submittal

FORM 7.12 – E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Ocean Avenue Lift Station LSG Rehabilitation

Solicitation Number: ITB 24-12

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

I acknowledge that it is my responsibility to ensure 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 All State ^{correc} Const. 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.

Chris Mehegan Pres
Print or Type Name, Title

Chris R Mehegan
Signature of Affiant

84-4099160
Federal Employer ID Number (FEIN)

18899233
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

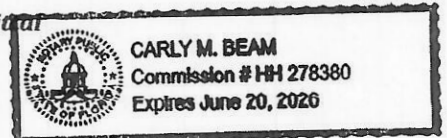
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of July, 2024, by Chris Mehegan and who:

☐ Is personally known to me; or ☒ has produced Drivers License as identification.

Carly M Beam
Carly M. Beam Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submission



My Company Account

My Company Profile

Company Information

Company Name

All State Civil Construction, Inc

Doing Business As (DBA) Name

All State Civil Construction, Inc

Company ID

1899233

Enrollment Date

Oct 05, 2022

Employer Identification Number (EIN)

844099160

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

221

Sector

Utilities

Subsector

Utilities

[Edit Company Information](#)

Employer Category

FORM 7.13 - 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.

ALL STATE CIVIL CONST. INC

Organization Name

CHARLES MARGAN PRES.

Name and Title of Authorized Representative

ITB 24-12

Bid Number or Project Name

[Signature]

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.14 - AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Pres. of Au States Civil Const. Inc
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: Aug 7, 2024

Signed: Chris Meegan

Entity: Au States Civil Const. Inc.

Name: Chris Meegan

Title: Pres.

STATE OF: FLORIDA

COUNTY OF: VOCAUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16 day of July, 2024, by CHRIS MEEGAN and who:

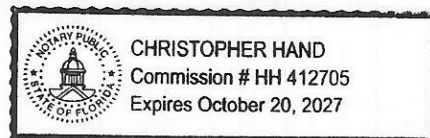
☐ Is personally known to me; or ☒ has produced FLDL as identification.

[Signature]
Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: OCTOBER 20, 2027



This document must be completed and returned with your Submittal

FORM 7.15 – 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 #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation

Company Name: _____
Contact Person Name & Title: NOT APPLICABLE
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.

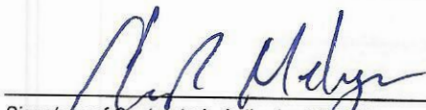
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Al-Supreme Const. Finc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Mawson Pres

Name & Title of Contractor's Authorized Official

Date: 8-7-24

This document must be completed and returned with your Submittal

(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING**(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING****ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation**Name of Business: **AU STATE CIVIL CONSTRUCTION INC.**Contact Person: **CHRIS McHEGAN**Email Address: **C.McHEGAN@AUSTATECIVILCONSTRUCTIONFL.COM**Authorized Signature: *[Signature]***ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1	10,000 ⁻	10,000 ⁻
2	Insurance, Performance and Payment Bond	LS	1	45,000 ⁻	45,000 ⁻
3	Preconstruction Video	LS	1	1,000 ⁻	1,000 ⁻
4	Construction Restoration - (site cleanup, seed and mulch)	LS	1	2,500 ⁻	2,500 ⁻
5	Site Work (clearing and grubbing, grading, erosion control)	LS	1	5,500 ⁻	5,500 ⁻
6	Lift Station Demolition, including but not limited to: - 2 suction lift pumps - Well top and internal piping - 10 LF of lift station discharge piping to existing plug valve - Sandblast concrete lift station interior - Electrical and associated conduit/piping - Vinyl fence	LS	1	30,000 ⁻	30,000 ⁻
7	Construction Testing (Pressure, Density Testing, etc.)	LS	1	5,000 ⁻	5,000 ⁻
8	Survey Layout & Record Drawings	LS	1	3,000 ⁻	3,000 ⁻
9	Asphalt Restoration - (driveway bollard replacement)	SF	70	150 ⁻	10,500 ⁻
10	Concrete Restoration - (concrete driveway)	SF	60	40 ⁻	2,400 ⁻
11	Concrete Pads	CY	15	1,000 ⁻	15,000 ⁻
12	Platform and Railing	SF	150	550 ⁻	82,500 ⁻
13	Lift Station Improvements (8-ft Diameter) - Liner - Replace lift station top and hatch - Replace interior suction piping, rails, etc. - Reduce concrete fillet at bottom of well	LS	1	100,000 ⁻	100,000 ⁻
14	Submersible Sulzer Pump (Including base elbows, anchor bolts, guide rail systems, access hatch, and startup)	EA	2	180,000 ⁻	360,000 ⁻
15	Diesel Bypass Pump (includes 4" Vacuum Assisted Centrifugal Pump, Sound Attenuated Canopy, 2- 10 m Floats, and Control Panel)	EA	1	80,000 ⁻	80,000 ⁻
16	8-in Above Ground Valve Assembly (Piping, Fittings, Valves, etc.)	LS	1	80,000 ⁻	80,000 ⁻
17	6-in HDPE Force Main - bypass piping (Including fittings, restraints, adapters, Camlocks, etc.)	LF	40	150 ⁻	6,000 ⁻
18	Connection to Existing 6" Force Main: Tapping Sleeve and Valve	EA	1	1,000 ⁻	1,000 ⁻
19	CMU Wall - varied height	LF	140	750 ⁻	105,000 ⁻
20	Static Bollards	EA	2	1,500 ⁻	3,000 ⁻
21	Retractable Bollards	EA	2	2,000 ⁻	4,000 ⁻
22	Bypass Operations	LS	1	20,000 ⁻	20,000 ⁻
23	Electrical I&C	LS	1	50,000 ⁻	50,000 ⁻
				TOTAL PRICE	1,021,400⁻

LEGEND:

LS - Lump Sum

EA - Each

LF - Linear Feet

SF - Square Feet

CY - Cubic Yards

BID BOND

BID BOND

Bond No.:

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

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

Project Name/Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

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

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations 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).

SEE ATTACHED

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

SURETY:

Signature

Attorney-in-Fact (signature)

Corporate Secretary (Affix Corporate Seal)

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 _____, 2024, 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:

END OF BID BOND

This document must be completed and returned with your Submittal

BID BOND**BID BOND**

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that All State Civil Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1301 Beville Road, Suite 16, Daytona Beach, FL 32119, Tel.: 386-681-8105, (hereinafter called "PRINCIPAL"), and The Gray Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P.O. Box 6202, Metairie, LA 70009 - 6202, Tel.: 504-888-7790 (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 Attached Bid dollars and (N/A)/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 July 19, 2024, for:

Project Name/Bid No.: ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation

Project Address: 3459 S Ridgewood Ave, Port Orange, FL 32129

Legal Description:

Parcel ID: 630310010020 Subdivision Block Lot 10-01-0020
LOT 2 EXC N 90 FT OF W 110 FT & LOTS 3 & 4 B LK 1 EXC US 1 R/
W & SUBMERGED LAND LYING NE & ABUTTING LOTS 2 3 & 4 BEING 80
FT ON N/L & 165 FT ON S/L HAND TRACT PORT ORANGE PER OR 431

Description of Work: The existing dry pit pumps will be replaced with two submersible pumps running on VFDs and a new diesel bypass pump installed, adjustable mechanical bollards will be installed, existing infrastructure will be raised to provide protection from flooding, a platform will be installed to provide access to the raised infrastructure, and new fencing will be constructed. Sod replacement, driveway repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

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 19th day of July, 2024, 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: All State Civil Construction, Inc.

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: The Gray Insurance Company

Attorney-in-Fact (signature)

Greg Angel, Attorney-in-Fact

Name & Title

David Shick

Name of Local Resident Agent

Tampa, FL, 33634

City, State, Zip

(813) 243-1109

Telephone:

A.M. Best No.: 002621

NAIC No.: 36307

STATE OF Massachusetts

COUNTY OF Middlesex

Before me this day personally appeared Greg Angel (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the The Gray Insurance Company (corporate surety) and that this person has been authorized by The Gray 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 Greg Angel

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

19th day of July, 2024, by Andrea Hughes and who:

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

Andrea Hughes
Notary Public

Notary Public, State of Massachusetts

Printed, typed or stamped name, commission and expiration:



ANDREA HUGHES
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 26, 2029

END OF BID BOND

This document must be completed and returned with your Submittal

THE



August 6, 2024

RE: All State Civil Construction, Inc. – 1301 Beville Rd., Suite 16, Daytona Beach, FL 32119

To Whom It May Concern:

All State Civil Construction, Inc. is a highly regarded and valued client of Surety Bond Professionals, Inc. and The Gray Insurance Company. Surety Bond Professionals, Inc. and The Gray Insurance Company are both very impressed with All State Civil Construction, Inc. experience and professionalism. Throughout their relationship, The Gray Insurance Company has provided all of the surety bonds that All State Civil Construction, Inc. clients have requested.

With respect to All State Civil Construction, Inc. bonding needs, please be advised that The Gray Insurance Company is willing to support individual projects with contract values of \$1,500,000 and corresponding backlogs of approximately \$2,000,000.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both All State Civil Construction, Inc. and The Gray Insurance Company at the time a bond request is made by All State Civil Construction, Inc. to its Surety. We assume no liability to you or to third parties by issuance of this letter.

Surety Bond Professionals, Inc. and The Gray Insurance Company strongly recommend All State Civil Construction, Inc. to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of All State Civil Construction, Inc.

Sincerely,



Greg Angel
Attorney-in-Fact

P.O. Box 6202, Metairie, LA 70009
504-888-7790
www.graysurety.com

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

Surety Bond Professionals, Inc.
08/06/2024 16:14 284632806015

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: All State Civil Construction, Inc.

Project: N/A

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of August, 2024

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of August, 2024

Leigh Anne Henican



PAYMENT & PERFORMANCE BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

UPON AWARD

BOND NO. _____

PRINCIPAL:

Developer or Contractor:

Principal Business Address:

Contact Person:

Phone Number:

SURETY:

Address:

Contact Person:

Phone Number:

OWNER:

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

Contact Person:

Phone Number:

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location:

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

UPON AWARD

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

20____, The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance **Bond No.** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

Open Answer

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

This affidavit must be completed and returned by the Awarded Bidder, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # 710 #24-12

☒ 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: An Scaffolding Construction Inc.

Signature of Owner/Officer: Chris McKen / President

Title: Pres. Date: 7/16/2024

This affidavit must be completed and returned by the Awarded Bidder, 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

State of FLORIDA

County of Volusia

I, CHRIS MEHEGAN, 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 ALL STATE CIVIL CONST. INC. Company, under the terms of Policy Number ALMA-02163-0403 for a period from 2-16, 2024 to 2-16, 2025. 42-02

WITNESS:

By: [Signature]

Name: Johanna Kertner

CONTRACTOR:

Company: All State Civil Construction

By: [Signature]

Name/Title: Chris Mehegan / President

Sworn to/Affirmed and subscribed before me this 16 day of July, 2024, by CHRIS MEHEGAN, who is personally known to me or who produced FLDL as identification.

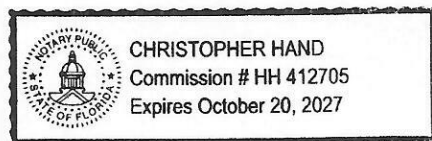
[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Type or Print Name: CHRISTOPHER HAND

Commission No.: HH 412705

Commission Expires: OCTOBER 20, 2027

(Seal)



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LICENSEE DETAILS

2:02:48 PM 7/3/2024

Licensee Information

Name:	ANDERSON, MICHAEL RYAN (Primary Name) ALL STATE CIVIL CONSTRUCTION, INC. (DBA Name)
Main Address:	6172 DEL RIO DRIVE PORT ORANGE Florida 32127
County:	VOLUSIA
License Location:	1301 BEVILLE ROAD #16 DAYTONA BEACH FL 32119
County:	VOLUSIA

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1525137
Status:	Current,Active
Licensure Date:	03/15/2017
Expires:	08/31/2024

Special Qualifications

Qualification Effective

Construction Business	08/30/2022
-----------------------	------------

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LICENSEE DETAILS

2:02:27 PM 7/3/2024

Licensee Information

Name: **ANDERSON, MICHAEL RYAN (Primary Name)**
ALL STATE CIVIL CONSTRUCTION, INC. (DBA Name)

Main Address: **6172 DEL RIO DRIVE**
PORT ORANGE Florida 32127

County: **VOLUSIA**

License Location: **1301 BEVILLE ROAD**
#16
DAYTONA BEACH FL 32119

County: **VOLUSIA**

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1225777**

Status: **Current,Active**

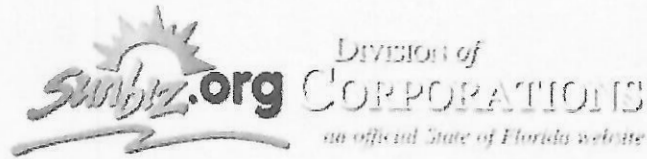
Licensure Date: **04/06/2021**

Expires: **08/31/2024**

Special Qualifications

Qualification Effective

Construction Business **08/30/2022**



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Detail by Entity Name

Florida Profit Corporation

ALL STATE CIVIL CONSTRUCTION, INC.

Filing Information

Document Number	P20000011379
FEI/EIN Number	84-4099160
Date Filed	02/10/2020
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2021
Event Effective Date	NONE

Principal Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Mailing Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Registered Agent Name & Address

Kevco, Inc.
214 Loomis Ave
Daytona Beach, FL 32114-4918

Name Changed: 04/26/2023

Address Changed: 04/26/2023

Officer/Director Detail

Name & Address

Title President

MEHEGAN, CHRISTOPHER
3602 Socha Way
Port Orange, FL 32129

Title Treasurer

Anderson, Michael Ryan
6172 Del Rio Drive
Port Orange, FL 32127

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	04/26/2023
2024	04/30/2024

Document Images

<u>04/30/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/09/2021 -- Off/Dir Resignation</u>	View image in PDF format
<u>05/10/2021 -- Amendment</u>	View image in PDF format
<u>04/19/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/10/2020 -- Domestic Profit</u>	View image in PDF format



NOTICE OF INTENT TO AWARD

August 13, 2024

ITB #24-12

OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

On August 7, 2024 the City of Port Orange received five (5) responsive submittals for ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation.

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

All State Civil Construction, 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>.

Chip Kent
Purchasing Agent

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on August 16, 2024 at 4:00PM EST.



ITB #24-12
OCEAN AVENUE LIFT STATION (LS6) REHABILITATION
BID TABULATION

				ClearWater Solutions, LLC		Carr & Collier, Inc		Danus Utilities, Inc		US Water Services Corp		All State Civil Construction, Inc.	
ITEM #	DESCRIPTION	UNIT OF MEASURE	EST. QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1	\$52,485.41	\$52,485.41	\$150,000.00	\$150,000.00	\$120,000.00	\$120,000.00	\$39,372.00	\$39,372.00	\$10,000.00	\$10,000.00
2	Insurance, Performance and Payment Bond	LS	1	\$13,777.42	\$13,777.42	\$15,300.00	\$15,300.00	\$24,000.00	\$24,000.00	\$26,437.00	\$26,437.00	\$45,000.00	\$45,000.00
3	Preconstruction Video	LS	1	\$6,778.56	\$6,778.56	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,380.00	\$1,380.00	\$1,000.00	\$1,000.00
4	Construction Restoration - (site cleanup, seed and mulch)	LS	1	\$12,566.71	\$12,566.71	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$16,830.00	\$16,830.00	\$2,500.00	\$2,500.00
5	Site Work (clearing, grubbing, grading erosion control)	LS	1	\$41,446.38	\$41,446.38	\$11,700.00	\$11,700.00	\$8,000.00	\$8,000.00	\$14,964.00	\$14,964.00	\$5,500.00	\$5,500.00
6	Lift Station Demolition Including, but not limited to: - 2 suction lift pumps - Well top and internal piping - 10 LF of lift Station discharge piping to existing plug valve - Sandblast concrete lift station interior - Electrical, odor control unit and associated conduit/piping - Vinyl Fence	LS	1	\$62,614.35	\$62,614.35	\$55,000.00	\$55,000.00	\$25,000.00	\$25,000.00	\$35,863.00	\$35,863.00	\$30,000.00	\$30,000.00
7	Construction Testing (Pressure, Density Testing, etc.)	LS	1	\$8,855.10	\$8,855.10	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$19,646.00	\$19,646.00	\$5,000.00	\$5,000.00
8	Survey Layout & Record Drawings	LS	1	\$5,861.74	\$5,861.74	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00
9	Asphalt Restoration - (driveway bollard replacement)	SF	70	\$177.02	\$12,391.40	\$83.00	\$5,810.00	\$260.00	\$18,200.00	\$418.00	\$29,260.00	\$150.00	\$10,500.00
10	Concrete Restoration - (concrete driveway)	SF	60	\$43.09	\$2,585.40	\$20.00	\$1,200.00	\$165.00	\$9,900.00	\$82.00	\$4,920.00	\$40.00	\$2,400.00
11	Concrete Pads	CY	15	\$614.31	\$9,214.65	\$1,300.00	\$19,500.00	\$500.00	\$7,500.00	\$412.00	\$6,180.00	\$1,000.00	\$15,000.00
12	Platform and Railing	SF	150	\$226.91	\$34,036.50	\$350.00	\$52,500.00	\$210.00	\$31,500.00	\$264.00	\$39,600.00	\$550.00	\$82,500.00
13	Lift Station Improvements (8-ft Diameter) - Liner - Replace top and hatch - Replace interior suction and discharge piping, rails, etc. - Reduce concrete fillet at bottom of well	LS	1	\$84,989.99	\$84,989.99	\$400,000.00	\$400,000.00	\$243,150.00	\$243,150.00	\$98,545.00	\$98,545.00	\$100,000.00	\$100,000.00
14	Submersible Sulzer Pump (Including base elbows, anchor bolts, guide rail systems, access hatch, and startup)	EA	2	\$59,444.07	\$118,888.14	\$175,000.00	\$350,000.00	\$120,000.00	\$240,000.00	\$137,728.00	\$275,456.00	\$180,000.00	\$360,000.00
15	Diesel Bypass Pump (includes 4" Vacuum Assisted Centrifugal Pump, Sound Attenuated Canopy, 2- 10 m Floats, and Control Panel)	EA	1	\$76,923.37	\$76,923.37	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$91,468.00	\$91,468.00	\$80,000.00	\$80,000.00
16	8-in Above Ground Valve Assembly (Piping, Fittings, Valves)	LS	1	\$64,390.24	\$64,390.24	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$73,798.00	\$73,798.00	\$80,000.00	\$80,000.00
17	6-in HDPE Force Main - Bypass Piping (Including Fittings, Restraints, Adapters, Camlocks, etc.)	LF	40	\$492.25	\$19,690.00	\$350.00	\$14,000.00	\$450.00	\$18,000.00	\$834.00	\$33,360.00	\$150.00	\$6,000.00
18	Connection to Existing 6" Force Main Plug Valve	EA	1	\$9,790.99	\$9,790.99	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00	\$17,387.00	\$17,387.00	\$1,000.00	\$1,000.00
19	CMU Wall (varied height)	LF	140	\$803.71	\$112,519.40	\$550.00	\$77,000.00	\$650.00	\$91,000.00	\$725.00	\$101,500.00	\$750.00	\$105,000.00
20	Static Bollards	EA	2	\$2,502.70	\$5,005.40	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00	\$3,726.00	\$7,452.00	\$1,500.00	\$3,000.00
21	Retractable Bollards	EA	2	\$27,260.86	\$54,521.72	\$1,100.00	\$2,200.00	\$2,500.00	\$5,000.00	\$46,355.00	\$92,710.00	\$2,000.00	\$4,000.00
22	Bypass Operations	LS	1	\$28,629.54	\$28,629.54	\$7,590.00	\$7,590.00	\$50,000.00	\$50,000.00	\$41,950.00	\$41,950.00	\$20,000.00	\$20,000.00
23	Electrical I&C	LS	1	\$278,008.67	\$278,008.67	\$200,000.00	\$200,000.00	\$205,000.00	\$205,000.00	\$238,375.00	\$238,375.00	\$50,000.00	\$50,000.00
	LEGEND:	TOTAL PRICE:			\$1,115,971.08		\$1,532,700.00		\$1,274,750.00		\$1,321,453.00		\$1,021,400.00

LS - Lump Sum
 EA - Each
 LF - Linear Feet
 CY - Cubic Yards
 SF - Square Feet

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB #24-12

OCEAN AVENUE LIFT STATION (LS6) REHABILITATION



City of Port Orange Purchasing Division

Prepared by: Chip Kent

Release Date: June 14, 2024

Bid Due Date & Time: July 19, 2024 @ 2:30 PM EST

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 #24-12

OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation. 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 PM Eastern Standard Time (EST) on July 19, 2024** 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 PM EST in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 AM EST on June 21, 2024** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and **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. The Bidder must also be able to obtain both payment and performance bonds equal to one hundred percent (100%) of project value from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted bid package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's failure to include the bonding capacity letter with bid package may result in rejection of Bidder's submittal.

DESCRIPTION: Perform full mechanical and electrical upgrades to the Ocean Avenue sanitary lift station.

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.

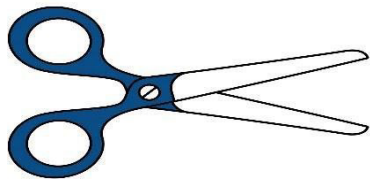
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

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 Chip Kent, Purchasing Agent at ckent@port-orange.org and purchdiv@port-orange.org and reference "Questions on **ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation**" in the subject line. Last day for questions will be June 28, 2024 by 5:00 PM EST.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time Bidders, suppliers, contractors and sub-contractors 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. While the Cone of Silence is in effect, all communications from potential Bidders, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

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 #24-12

BID TITLE: Ocean Avenue Lift Station (LS6) Rehabilitation

DUE DATE/TIME: July 19, 2024 AT 2:30 PM EST

SUBMITTED BY: _____
(Name of Company)

BIDDER’S ADDRESS: _____

DELIVER TO: CITY OF PORT ORANGE CITY CLERK’S OFFICE
ATTN: CHIP KENT, PURCHASING AGENT
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk’s Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) to perform full mechanical & electrical upgrades to the Ocean Avenue sanitary lift station as required.

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.

[Remainder of this page left intentionally blank]

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 (Eastern Standard Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	June 14, 2024
Non-Mandatory Pre-Bid Conference	June 21, 2024 10:00AM
Deadline for Questions	June 28, 2024 5:00PM
Addendum Posting (If needed)	July 12, 2024 5:00PM
Bids Due	July 19, 2024 2:30PM
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: Chip Kent, 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 ensure 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 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 #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation" 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:

Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
ckent@port-orange.org
purchdiv@port-orange.org

ADDENDA

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. All 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 their 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 on the Certification Regarding Debarment, Suspension and Other Responsibility (contained herein) 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 conducting of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the 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 City's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation 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 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.

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SECTION 3 – SCOPE OF WORK

This project consists of the rehabilitation of the East Ocean Avenue Lift Station. The existing dry pit pumps will be replaced with two submersible pumps running on VFDs and a new diesel bypass pump installed, adjustable mechanical bollards will be installed, existing infrastructure will be raised to provide protection from flooding, a platform will be installed to provide access to the raised infrastructure, and new fencing will be constructed. Sod replacement, driveway repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

Please refer to Attachment 2 “Ocean Avenue Lift Station Rehab Technical Specifications” and Attachment 3 “Ocean Avenue Lift Station Rehabilitation Plans Bid Set” posted as separate documents on the City’s webpage www.port-orange.org/bids.aspx and DemandStar www.demandstar.com.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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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 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 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. It is the responsibility of the Bidder to ensure all addenda have been reviewed 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 a 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 the 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 he/she is authorized to sign the response for the bidding company/firm. 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 it 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 it 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 it, 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**

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 Manual. 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, 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 responsive and 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 City 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/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 protester.

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, proposal or quote.

14. **BONDS**

If this solicitation requires submission of bid guarantee and payment and performance bonds, there will be a separate section 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 or certified check 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.

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, at the contractor's sole cost and expense, 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 requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful respondents are entitled to the return of their bid bond. 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.

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 supplier/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 Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than \$25,000, and any changes in 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 may have been 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/her 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 staff recommendation (Notice of Intent to Award) 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 Division. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members or 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-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.

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 OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COPYRIGHT AND PATENT RIGHTS**

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

26. **COST INCURRED BY BIDDER**

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

27. **DAMAGE**

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

28. **DEBARMENT HISTORY**

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

29. **DEFAULT PROVISIONS**

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

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

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

- a. The ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

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

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after nonresponse from that Bidder for three (3) consecutive

solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

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

35. **EXCEPTIONS TO SPECIFICATIONS**

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

36. **E-VERIFY**

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

37. **FACILITIES**

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

38. **FAILURE TO RESPOND**

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

39. **FINANCIAL STABILITY**

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

40. **FORCE MAJEURE**

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

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling

interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

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 \$35,000.00 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**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-Bidder is awarded.
- Drug free workplace policy in place.

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 of 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 of 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 the insurance coverage requirement 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									
Required	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><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 grated 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 \$200,000 unless otherwise requested by the Department Head.								
	Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.								

52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email to apbilling@port-orange.org. 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 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**

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

59. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for this solicitation. 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. **PATENTS/COPYRIGHTS**
The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.
67. **PRE-BID CONFERENCE**
The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.
68. **PREPARATION OF RESPONSES**
In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit 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 solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

69. **POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

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

70. **PRICING**

The Bidder certifies that prices, terms and conditions in the response will be firm for acceptance for a period of 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 Schedule of Unit Pricing 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 price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

71. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

72. **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.

73. **PROTECTION**

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

74. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 Dates from the date of being placed on the convicted Bidder list.

75. **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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitors' bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

77. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the

appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

78. **QUALITY**

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

79. **QUESTIONS/INTERPRETATIONS**

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

80. **RECORDS/AUDIT**

(a) The 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.

81. **RECYCLED MATERIALS**

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

82. **REJECTING OF RESPONSES/RE-BIDDING**

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 Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

83. **REQUEST FOR ADDITIONAL INFORMATION**

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

84. **REVIEW OF RESPONSES/SUBMISSIONS**

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

85. **RIGHT OF 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.

86. **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.

87. **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.

88. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid 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.

89. **SCRUTINIZED COMPANIES LIST**

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 7.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

90. **SEPARATION AND DISTRIBUTION**

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

91. **SEVERABILITY**

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

92. **SIGNATURE REQUIRED**

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

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the

event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

94. **SILENCE OF SPECIFICATIONS**

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

95. **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

96. **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: City Clerk, City of Port Orange, Attn: Purchasing Division, 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 opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

97. **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.

98. **SUBCONTRACTING**

The awarded 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.

99. **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.

100. **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.

101. **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.

102. **TERMINATION**

a) **For Convenience.** The City of Port Orange reserves the right to terminate the 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. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the Contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

b) **For Default.** The City may terminate the Contract if the Contractor breaches any of the terms therein, including, but not limited to, 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. 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 Contractor 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.

c) **For Non-Appropriation of Funds.** 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.

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 products 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.

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) Schedule of Unit Pricing.

CONTRACT TERM:

Three hundred-thirty (330) days from issuance of Notice to Proceed from the City for substantial completion for the term of the contract.

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 by completing Form 7.7 Statement of Bidder's Qualifications in its entirety.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with form 7.12 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Include printed pages from the E-Verify 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 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 may 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:

A certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid shall be submitted with each bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined on page 24 of this ITB, the awarded Contractor is required to provide **Property Insurance Builder's Risk** and **Contractor Pollution Liability** insurance. The Limits for Property Insurance Builder's Risk and Contractor Pollution Liability are outlined on page 24.

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.

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 – Scrutinized Companies Certification
- ___ Form 7.11 – Local Business Affidavit of Eligibility
- ___ Form 7.12 – E-Verify Affidavit
- ___ Form 7.13 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 7.14 – Affidavit of Compliance With Section 287.138
- ___ Form 7.15 – No Submittal Response Form
- ___ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- ___ (Attachment 1) – Schedule of Unit Pricing
- ___ Original Bid Bond
- ___ Current Bonding Capacity Letter (as outlined in Section 6)
- ___ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ___ Submission of one (1) original marked “ORIGINAL” and one (1) digital (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 _____, 2024, 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 statements regarding Addendum Acknowledgement and Change Order Procedures:

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 _____, 2024, 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 7.4 – 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 _____, 2024, 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 7.5 – 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 _____, 2024, 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 7.6 – 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: _____

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 approximate 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 Date 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. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- M. Credit currently available: \$ _____
- N. Give bank name, contact name and phone number: _____
- O. 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.

	_____ 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 _____, 2024, 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 7.8 – 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.

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 services to those required under the City's contract as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

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 SCRUTINIZED COMPANIES CERTIFICATION

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

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of _____ (“Company”), certify that _____
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City’s determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City’s determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled “Company Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION (page 2)

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, 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 7.11 – 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:

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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 _____, 2024, 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 – 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.

I acknowledge that it is my responsibility to ensure 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 _____, 2024, 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 7.13 – 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 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned (“Affiant”), on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the “Entity”.
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2024, by _____ and who:

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

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

FORM 7.15 – 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 #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation

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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date: _____

This document must be completed and returned with your Submittal

(ATTACHMENT 1) – SCHEDULE OF UNIT PRICING**(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING****ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation**

Name of Business:

Contact Person:

Email Address:

Authorized Signature:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1		
2	Insurance, Performance and Payment Bond	LS	1		
3	Preconstruction Video	LS	1		
4	Construction Restoration - (site cleanup, seed and mulch)	LS	1		
5	Site Work (clearing and grubbing, grading, erosion control)	LS	1		
6	Lift Station Demolition, including but not limited to: - 2 suction lift pumps - Well top and internal piping - 10 LF of lift Station discharge piping to existing plug valve - Sandblast concrete lift station interior - Electrical and associated conduit/piping - Vinyl fence	LS	1		
7	Construction Testing (Pressure, Density Testing, etc.)	LS	1		
8	Survey Layout & Record Drawings	LS	1		
9	Asphalt Restoration - (driveway bollard replacement)	SF	70		
10	Concrete Restoration - (concrete driveway)	SF	60		
11	Concrete Pads	CY	15		
12	Platform and Railing	SF	150		
13	Lift Station Improvements (8-ft Diameter) - Liner - Replace lift station top and hatch - Replace interior suction piping, rails, etc. - Reduce concrete fillet at bottom of well	LS	1		
14	Submersible Sulzer Pump (Including base elbows, anchor bolts, guide rail systems, access hatch, and startup)	EA	2		
15	Diesel Bypass Pump (includes 4" Vacuum Assisted Centrifugal Pump, Sound Attenuated Canopy, 2- 10 m Floats, and Control Panel)	EA	1		
16	8-in Above Ground Valve Assembly (Piping, Fittings, Valves, etc.)	LS	1		
17	6-in HDPE Force Main - bypass piping (Including fittings, restraints, adapters, Camlocks, etc.)	LF	40		
18	Connection to Existing 6" Force Main: Tapping Sleeve and Valve	EA	1		
19	CMU Wall - varied height	LF	140		
20	Static Bollards	EA	2		
21	Retractable Bollards	EA	2		
22	Bypass Operations	LS	1		
23	Electrical I&C	LS	1		
TOTAL PRICE					

LEGEND:

LS - Lump Sum

EA - Each

LF - Linear Feet

SF - Square Feet

CY - Cubic Yards

BID BOND**BID BOND**

Bond No.:

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

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

Project Name/Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

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

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations 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:

Signature

Corporate Officer & Title

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 _____, 2024, 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:

END OF BID BOND

This document must be completed and returned with your Submittal

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

PAYMENT & PERFORMANCE BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____
Principal Business Address: _____

Contact Person: _____
Phone Number: _____

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance **Bond No.** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No.

Bond No.

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

This affidavit must be completed and returned by the Awarded Bidder, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

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 affidavit must be completed and returned by the Awarded Bidder, 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

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/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)

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

This Agreement is by and between [name of contracting entity] ("Owner") and City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129 ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

~~2.01~~ The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

ARTICLE 3—ENGINEER

3.01 ~~The Owner has retained~~The part of the project that pertains to the Work has been designed by the Project Engineer, – _____ ("Engineer") _____.
~~and shall to~~ act as Owner's representative, assume all duties and responsibilities of Engineer, 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.

3.02 ~~The part of the Project that pertains to the Work has been designed by~~

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].

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4.03 Contract Times: Days

- A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.

~~4.04 Milestones~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1~~
- ~~2. Milestone 2~~
- ~~3. Milestone 3~~

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$0.00 for each day that expires after such time until the Work is completed and ready for final payment.

~~3. *Milestones:* Contractor shall pay Owner \$_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

~~4. *Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.*~~

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

~~C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall~~

pay Contractor \$_____ for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$_____.

4.06 — Special Damages

- A. ~~Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- B. ~~After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- C. ~~The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$_____.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$ _____.
- D. 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 Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. _____% percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. _____% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less _____% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of _____% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement (pages to , inclusive).
 2. Bonds:
 - a. Combination Payment and Performance bond ~~(together with power of attorney)~~ (pages to , inclusive).
 - ~~b. Payment bond (together with power of attorney).~~
 3. General Conditions (pages to , inclusive).
 - ~~4. Supplementary Conditions.~~
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of _____ sheets with each sheet bearing the following general title: **[title on Drawings]**.
 7. Drawings listed on the attached sheet index.
 8. Addendum No. a (pages to , inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]** (pages to , inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 8. 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.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *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.

9.02 *Successors and Assigns*

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.

9.03 *Severability*

Any provisions 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.

9.04 *No-Damage-for-Delay*

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 is considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

9.05 *No intended Third-Party Beneficiaries*

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

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

~~(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)~~

License No.:

(where applicable)

State:

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Owner:

City of Port Orange

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Donald O. Burnette

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

Robin L. Fenwick

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

1000 City Center Circle

Port Orange, Florida 32129

Phone:

() -

Email:

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



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *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.
34. *Punch List* - the detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete prior to final payment that is generated in accordance with Paragraph 14.06 of the General Conditions.”
343. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time and date at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) 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 of such Work. 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 was intended.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
- 47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 50. *Emergency Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work [due to an emergency that prevents the parties from using the Change Order process](#).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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 Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight, [including weekends and legal holidays unless otherwise specifically defined](#).

- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the

extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

- C. ~~Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer 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, 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 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.

2.04 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to 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 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 the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
 5. If Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including milestones, no liability of the Owner to the Contractor for any failure of the Contractor to complete early shall be created, whether or not the Owner approves such schedule.
 6. The Contractor acknowledges that the Owner may retain the services of a scheduling consultant at the Owner's expense. The Contractor shall cooperate with any such scheduling consultant at the Owner's direction, including without limitation, with regard to the preparation of the Project schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer 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 careful review of the Contract Documents and checking and verifying including pertinent figures therein and all applicable field measurements and dimensions therein.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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).
 - c. 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

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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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 versions, or 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; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed* ~~Old 2.03~~

- A. The Contract Times ~~will~~shall not commence to run and Contractor shall not commence on the 30th day after the Effective Date of the Contract or, if the Work until Owner issues a Notice to

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~~Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given issued by Owner at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date ~~when specified in the Notice to Proceed~~ which shall cause the Contract Times to commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Price or~~ Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Unanticipated Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions not anticipated or customary in Volusia County;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times ~~or Contract Price~~ is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. ~~Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.~~
 3. Adjustments of Contract Times ~~or Contract Price~~ are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times ~~or Contract Price~~ must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. ~~The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.~~

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands ~~(Old 4.01)~~

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- 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.

5.02 Use of Site and Other Areas ~~(Old 6.11)~~

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the

Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. The Contractor shall prevent paint, mortar, and concrete splatter on concrete sidewalks and stairwell tower floorspads. Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the Contractor shall remove such objects from the construction site. Removal and disposal of such waste materials, rubbish, and other debris will 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. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient flooring shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense. At the completion of the Work Contractor shall remove from the Site and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstances 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. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 7.15), 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 with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.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 Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility within 5 days.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on 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;
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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Time, 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.

- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- K. ~~The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a payment and performance bond ~~and a payment bond in accordance with Sec. 255.05, Florida Statutes, each~~ in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, ~~except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury.~~ A bond 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. The payment and performance bonds shall be recorded in the public records of Volusia County, Florida.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in ~~the state or jurisdiction in which the Project is located~~ Florida, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. Prior to the date of commencement as set forth in the Notice to Proceed, ~~if~~ Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions. In the event of any conflict between this Paragraph 6.02 and the specific insurance requirements of Contractor set forth in Supplemental Conditions, the specific requirements in Supplemental Conditions shall govern.
- B. All insurance required by the Contract to be purchased and maintained by ~~Owner or~~ Contractor shall be obtained from insurance companies that are duly licensed or authorized in the ~~s~~State or jurisdiction in which the Project is located of Florida to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. ~~Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- F. Failure of Owner ~~or Contractor~~ to demand such certificates or other evidence of the ~~Contractor~~other party’s full compliance with these insurance requirements, or failure of Owner ~~or Contractor~~ to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the ~~other party~~Contractor’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided

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by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If ~~either party~~ Contractor does not purchase or maintain the insurance required ~~of such party~~ by the Contract, ~~Contractor~~ ~~such party~~ shall notify the ~~Owner~~ ~~other party~~ 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if ~~Contractor~~ ~~a party~~ has failed to obtain required insurance, the ~~Owner~~ ~~other party~~ may elect (but is in no way obligated) to obtain equivalent insurance to protect ~~such other party's~~ ~~Owner's~~ interests at the expense of the ~~Contractor~~ ~~party~~ who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is 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; ~~and~~
 5. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each 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.
 6. make the Contractor solely responsible for any insurance deductible or self-insured retention.
 7. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* ~~Owner-Contractor~~ is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D. Such policy shall identify both Contractor and Owner as additional insureds. Contractor shall be solely responsible for any deductible.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, ~~Contractor-Owner~~ will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of ~~Owner's-Contractor's~~ procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner ~~(directly, if it is the purchaser of the builder's risk policy, or~~ through Contractor) will provide advance notice of such occupancy or use to the builder's risk or all-risk insurer, and Contractor shall obtain an occupancy or use endorsement consenting to the continuation of coverage prior to Owner commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, 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.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner or~~ Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, 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, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. ~~The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.~~
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy.

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Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.
- D. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, ~~excluding~~ 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 eOwner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall ~~constitue~~ constitute a material breach of the Contract. If Oewner 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.
- E. In the event of any conflict between this Paragraph 6.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions shall govern.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions. The Contractor agrees to remove from the Project an employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding the jobsite conduct.
- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, tape players, CD players, boom boxes, sound producing devices and the like are prohibited on the Project site. The Contractor shall not be permitted to use restrooms or other sanitary facilities within the Owner's existing buildings or on-site facilities.
- D. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 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, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data

about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) 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

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention

of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.~~

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *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.

7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *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.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract

Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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 will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner ~~and Engineer~~, and the Owner's officers, ~~directors, members, partners, and~~ employees, ~~agents, consultants and subcontractors of each and any of them~~, from losses, damages, costs, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists as to any party or person described in this subsection but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any 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.
- B. ~~In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any 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, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor acknowledges the limit of dollar amount of Contractor's indemnity obligations required by the Contract specifically for those claims caused in whole or in part by the Owner or Engineer shall be \$1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Contract and is incorporated by this reference into the Project specifications and bid documents. if any.~~
- C. Notwithstanding the above and without monetary limitation, the Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the

extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

- D. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 7.18.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 incidental 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable

direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. ~~Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).~~ N/A

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.07. 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.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such

decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, an [Emergency Work Change Directive](#), or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner

and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. Changes in 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 an [Emergency](#) Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of an [Emergency](#) Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 [Emergency](#) Work Change Directives

- A. An [Emergency](#) Work Change Directive [may only be used in emergency situations and](#) will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ~~ordered or~~ documented by an [Emergency](#) Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the [Emergency](#) Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a [written Emergency](#) Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit ~~any Claim seeking such a Change Order including~~ an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a [decision recommendation](#) regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and [Action Recommendation](#) on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either [recommend](#) ~~approve~~ [approval of](#) the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that

as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's recommendation is sent to the Owner who shall render a final decision. The Owner's decision is final and binding upon ~~Owner and~~ Contractor, unless ~~Owner or~~ Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 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.

ARTICLE 12—CLAIMS

12.01—Claims

- A. ~~Claims Process:~~ The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. ~~Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;~~
 2. ~~Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;~~
 3. ~~Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and~~
 4. ~~Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.~~
- B. ~~Submittal of Claim:~~ The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

~~and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.~~

~~C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.~~

~~D. *Mediation*~~

~~1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.~~

~~2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.~~

~~3. Owner and Contractor shall each pay one half of the mediator's fees and costs.~~

~~E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.~~

~~F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.~~

~~G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.~~

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors, ~~attorneys, and accountants~~) employed or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named 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*: Contractor agrees that:
 1. 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
 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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 of Unit Price Work are ~~not guaranteed estimates~~ and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK~~**OLD ARTICLE 13**~~

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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 with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

- F. 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. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount 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 defective work (whether as-is, by receiving credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 14.04.A.) 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.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will 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. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

14.07 *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 defective Work as required by Engineer, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month),~~ 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 as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's

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

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after ~~receipt of~~ each Application for Payment is stamped as received by Engineer, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor ~~within 10 days after the date on the Application for Payment is stamped as received by Engineer~~ indicating in writing Engineer's reasons for refusing to recommend payment and the action necessary to make payment application proper. In the latter case, Contractor ~~shall~~may 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 13.03, 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; 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 of responsibility or liability for 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 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

- 1. Ten days aSubject to the provisions of Paragraph 15.01.E. and Section 218. 735, Florida Statutes, after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) shall be paid by Owner in accordance with Section 218.735, Florida Statutes, within 25 business days after the date on which the payment application is stamped as received by Engineer will become due, and when due will be paid by Owner to Contractor.

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E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 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. Contractor shall at the same time submit to Owner and Engineer an initial draft of Punch List items to be completed or corrected before final payment. 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 is able to begin to utilize the entire Project Work for the purposes for which it was 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion subject to Certificate of Occupancy (or Completion). Engineer shall attach to the certificate a Punch List of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached Punch List. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised Punch List of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

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property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the ~~P~~punch ~~L~~ist of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed ~~p~~Punch ~~L~~ist items, following the progress payment procedures set forth above.
- F. 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 ~~P~~punch ~~L~~ist.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection – Punch List*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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; ~~insurance~~;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and ~~of~~ Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor whereby Contractor swears that: (a) ~~the releases and receipts include all payrolls, labor, services, 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 a Lien could be filed;~~ and (b) 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. might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 15.06) are conditions precedent to issuance of final payment.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within Twenty-five (25)30 days of the final Application for Payment being stamped as received by Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of

defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work

on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; ~~or~~
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer;
 - 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 16.02.A occurs, then after giving Contractor (and any surety) ~~10~~5 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within ~~7~~5 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. ~~Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their~~

~~reasonableness and, when so approved by Engineer, incorporated in a Change Order.~~ When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7-5 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; and
 - 3. other reasonable expenses directly attributable to termination, such as demobilization expenses, and including costs incurred to prepare a termination for convenience cost proposal. Attorneys' fees, accountant fees, home office overhead and similar expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, 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 16.03. 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 Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due,

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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. ~~Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:~~

- 1. ~~A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and~~*
- 2. ~~Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.~~*

B. ~~Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:~~

- 1. ~~elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;~~*
- 2. ~~agree with the other party to submit the dispute to another dispute resolution process; or~~*
- 3. ~~if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.~~*
 - 1. Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement.*
 - 2. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.*
 - 3. Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph , but in no event after the expiration of the applicable statute of limitations.*
 - 4. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for*

mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.

5. Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.

6. In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County Florida. The Parties, including the Contractor's Surety, waive Venue and Jurisdiction of any Federal Court and expressly waive Trial by Jury.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract 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.

18.03 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. 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.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the State of Florida ~~in which the Project is located~~.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

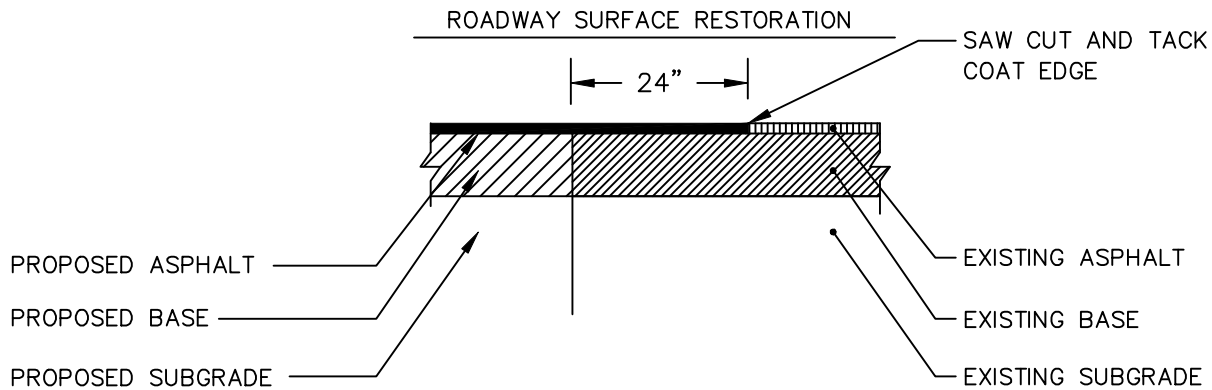
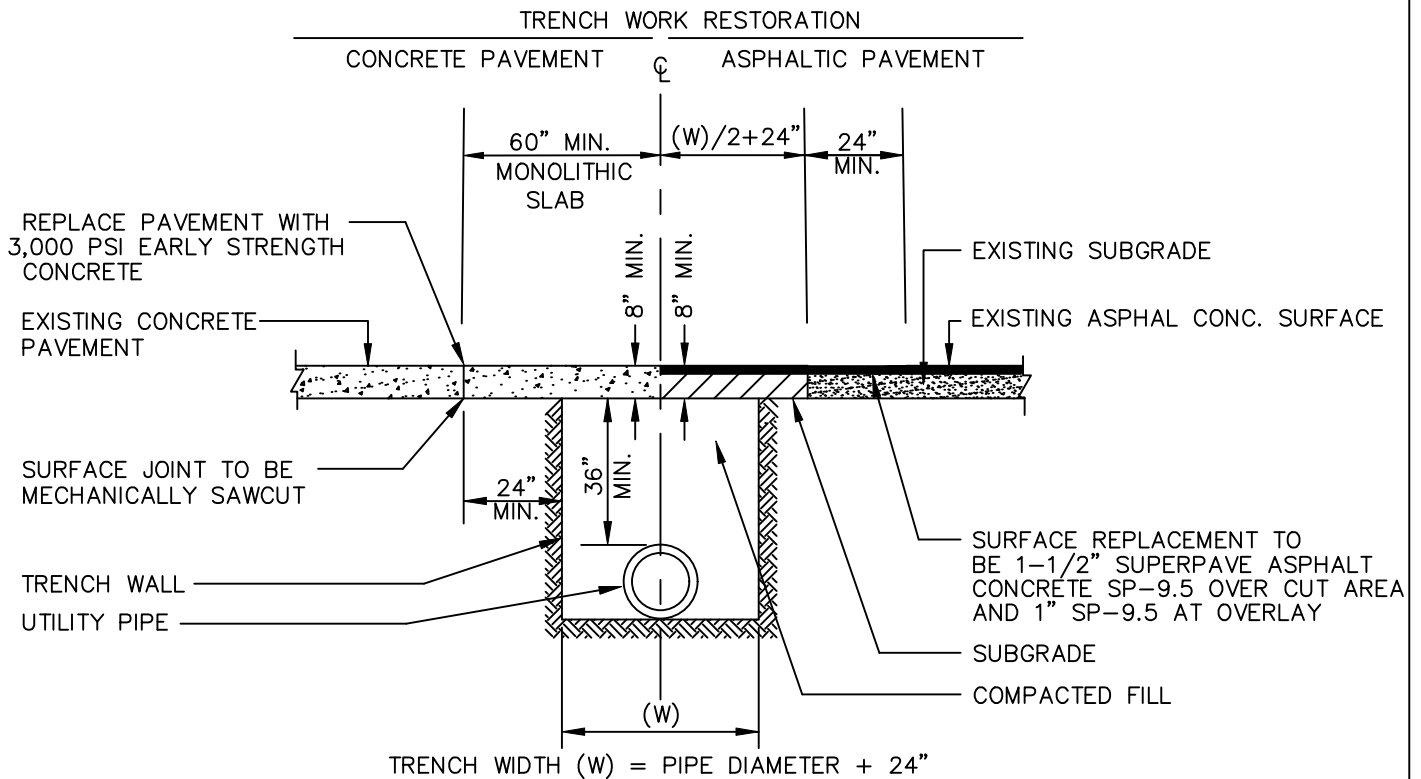
- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

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



End of Solicitation Documents



NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/LIDS AND VALVE BOXES/LIDS, AND SIMILAR APPURTENANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.
3. REPLACEMENT BASE MATERIAL TO BE LIMEROCK OR RECYCLED CONCRETE. BASE AND ANY SUBBASE TO BE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.



**STANDARD CONSTRUCTION DETAIL
PAVEMENT RESTORATION**

REV. 12/18

FILE NAME:

R13.DWG

DETAIL REF:

R-13



(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

ITB #24-12 Ocean Avenue Lift Station (LS6) Rehabilitation

Name of Business:

Contact Person:

Email Address:

Authorized Signature:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1		
2	Insurance, Performance and Payment Bond	LS	1		
3	Preconstruction Video	LS	1		
4	Construction Restoration - (site cleanup, seed and mulch)	LS	1		
5	Site Work (clearing and grubbing, grading, erosion control)	LS	1		
6	Lift Station Demolition, including but not limited to: - 2 suction lift pumps - Well top and internal piping - 10 LF of lift Station discharge piping to existing plug valve - Sandblast concrete lift station interior - Electrical and associated conduit/piping - Vinyl fence	LS	1		
7	Construction Testing (Pressure, Density Testing, etc.)	LS	1		
8	Survey Layout & Record Drawings	LS	1		
9	Asphalt Restoration - (driveway bollard replacement)	SF	70		
10	Concrete Restoration - (concrete driveway)	SF	60		
11	Concrete Pads	CY	15		
12	Platform and Railing	SF	150		
13	Lift Station Improvements (8-ft Diameter) - Liner - Replace lift station top and hatch - Replace interior suction piping, rails, etc. - Reduce concrete fillet at bottom of well	LS	1		
14	Submersible Sulzer Pump (Including base elbows, anchor bolts, guide rail systems, access hatch, and startup)	EA	2		
15	Diesel Bypass Pump (includes 4" Vacuum Assisted Centrifugal Pump, Sound Attenuated Canopy, 2- 10 m Floats, and Control Panel)	EA	1		
16	8-in Above Ground Valve Assembly (Piping, Fittings, Valves, etc.)	LS	1		
17	6-in HDPE Force Main - bypass piping (Including fittings, restraints, adapters, Camlocks, etc.)	LF	40		
18	Connection to Existing 6" Force Main: Tapping Sleeve and Valve	EA	1		
19	CMU Wall - varied height	LF	140		
20	Static Bollards	EA	2		
21	Retractable Bollards	EA	2		
22	Bypass Operations	LS	1		
23	Electrical I&C	LS	1		
				TOTAL PRICE	

LEGEND:

LS - Lump Sum

EA - Each

LF - Linear Feet

SF - Square Feet

CY - Cubic Yards

BID TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

OCEANS LIFT STATION REHABILITATION

APRIL 2024



Prepared By:

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State of Florida**

**ITB 24-12
Engineer Project No. 142325020**

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15075 CONNECTIONS BETWEEN DISSIMILAR MATERIALS
15100 VALVES AND OPERATORS
15905 SUBMERSIBLE PUMPS
15910 4" SOUND ATTENUATED, FULLY AUTOMATIC SELF-PRIMING DIESEL DRIVEN PUMP

DIVISION 16 **ELECTRICAL**

16050 ELECTRICAL GENERAL PROVISIONS
16108 MISCELLANEOUS EQUIPMENT
16110 RACEWAYS AND FITTINGS
16120 WIRES AND CABLES
16450 GROUNDING SYSTEM

APPENDIX A **FDEP DOMESTIC WASTEWATER COLLECTION SYSTEM PERMIT**

SECTION 01000
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE AND INTENT

- A. This project consists of the rehabilitation of the East Ocean Avenue Lift Station. The existing dry pit pumps will be replaced with two submersible pumps running on VFDs and a new diesel bypass pump installed, adjustable mechanical bollards will be installed, existing infrastructure will be raised to provide protection from flooding, a platform will be installed to provide access to the raised infrastructure, and new fencing will be constructed. Sod replacement, driveway repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.
- B. Work Included:
 - 1. The Contractor shall furnish all supervision, labor, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for the proper performance and completion of the work. Contractor shall obtain and pay for all required permits, if identified. Contractor shall perform and complete the work in the manner best estimated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Owner, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
 - 2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.
 - 3. The Contractor shall provide and maintain such modern materials, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior acceptance of the Engineer notwithstanding.
- C. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
 - 2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. This data is not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make investigations to fully understand the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
 - 3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made only

in such locations and by means accepted by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at no additional expense to Owner or Engineer. All existing public utilities damaged by the Contractor which are shown on the Drawings or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract items. No separate payment shall be made therefor.
5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ accepted methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner, other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the Work. In accordance with Florida Statute 556, the Contractor shall also call Florida State One Call of Florida, Inc., (also called Sunshine State One Call Center) at least 48 hours prior to excavating in any public rights-of-way. Their telephone number is (800) 432-4770.
8. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.
9. The Contractor shall make provisions to avoid impacting existing facilities operation or maintenance activities. If an impact is anticipated, the Contractor shall propose a means to maintain existing activities, subject to approval by the Owner. The Owner will not be responsible for any costs associated with such proposed modification.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.
- B. Copies Furnished to Contractor: After the Contract has been executed, the Contractor will be furnished up to five (5) complete sets of plans and five (5) copies of the Project Manual (Contract Requirements and Specifications) and all addenda.
- C. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the Contractor will be furnished up to five (5) sheets and one (1) reproducible copy of any revised specifications.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.
- D. Contractor to Check Drawings and Data:
1. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, Supplementary Drawings, schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at no additional expense to Owner or Engineer. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
 2. All schedules are given for the convenience of the Owner and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract and additional work claimed by Contractor.
- E. Specifications: The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.
- F. Intent:
1. All work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

- A. Manufacturer:
1. The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for acceptance, prior to construction, to afford proper investigation and checking. No manufacturer will be accepted for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. Contractor shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a

sufficient length of time to demonstrate its satisfactory performance.

2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract and will not impose any liability on the Owner or Engineer.
3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials to the site in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. However, the Contractor shall not store materials on-site for more than ninety (90) days before installation or store equipment for more than thirty (30) days before installation. This will not supersede more stringent requirements noted elsewhere in the Contract Documents.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impede, the progress of the work of any related Contractor.
3. All materials and equipment shall be properly stored on site in accordance with these specifications and the manufacturer's recommendations. Items stored improperly will be refused for installation.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete new and unused set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in accepted painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation, the equipment in conformity with the Contract Documents.
2. Prior to the equipment being placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Two (2) originally executed

and five copies of the reports shall be submitted and authoritative certification thereof shall be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the Owner or Engineer.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner executes final acceptance of the work.

B. Costs:

1. The cost of preliminary shop and field tests of equipment and certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.
2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor is responsible for providing sufficient information to allow Engineer to determine that the item of material or equipment proposed is equivalent to that specifically named and an acceptable substitute therefor. If in the sole discretion of the Engineer, tests of the proposed substitute items are necessary for Engineer's review, the substitute items will be tested by the Contractor at no additional cost to the Owner.

C. Inspection of Materials:

1. The Contractor shall give notice in writing to the Engineer, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Engineer will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or Engineer will notify the Contractor that the inspection will be made at a point other than the point of manufacture.
2. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture:

1. The Contractor shall furnish to Engineer authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product to be provided by the manufacturer. Two (2) original and five (5) copies are to be provided to the Engineer.

E. Shop Tests:

1. Testing for pressure, duty, capacity, rating, efficiency, performance, function or special requirements which are specified shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
 2. No such equipment or materials shall be shipped to the Work site until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.
 3. Two (2) signed original and five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by two (2) signed original and five (5) copies of a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be forwarded to the Engineer for acceptance.
 4. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.
- F. Final Inspection: During such final inspections, the Work shall be clean and functional. In no case will the final estimate be prepared until the Contractor has complied with all requirements set forth and the Engineer and Owner have made their final inspection of the entire Work and are satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.05 TEMPORARY STRUCTURES

- A. Temporary Fences: If, during the course of the Work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at no additional cost to Owner or Engineer.
- B. Responsibility for Temporary Structures: In executing the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and hold harmless the Owner and Engineer from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.06 ACCIDENT PREVENTION

- A. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed.
- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Hours and Safety Standards Act Section 107 of the contract Work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.
- C. First Aid: The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the Work.

1.07 LINES AND GRADES

- A. Grade:
 1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as provided by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The Owner will provide available information regarding bench marks and base line controlling points on the drawings. Reference marks for lines and grades as the work progresses will be located by Contractor to cause as little inconvenience to the prosecution of the Work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. The Contractor shall remove any obstructions placed contrary to this provision.

B. Surveys:

1. The Contractor shall furnish and maintain, at no additional expense to Owner or Engineer, stakes, temporary benchmarks and other such materials.
2. The Contractor shall check such reference marks by such means as he may deemed necessary and, before using them, shall provide written notification to Engineer's regarding presumed inaccuracies.
3. The Contractor shall, at no additional expense to Owner or Engineer, establish all working or construction lines and grades as required from the reference marks made available by the Owner, and shall be solely responsible for the accuracy thereof.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the Work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.
2. The Contractor shall safeguard all existing property corners, monuments and marks adjacent to but not related to the Work, whether known or discovered, and shall bear the cost of reestablishing them in identical manner if disturbed or destroyed.

1.08 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility:

1. In addition to all work within the Temporary Construction Easement, the Contractor shall be entirely responsible and liable for all damage or injury as a result of Contractor's operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the Work.
2. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the Drawings or specified shall be included in the various Contract Items and no separate payments will be made therefore.
3. Contractor is expressly advised that the protection of buildings, structures, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely their responsibility.
4. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
5. Contractor shall, before starting operations, make an examination of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and

Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be provided to the Owner. See also Section 01850.

6. Prior to the beginning of any excavations the Contractor shall advise the Owner of all structures on which Contractor intends to perform work or which performance of the Work will affect.
- B. Protection of Trees: All trees and shrubs shall be adequately protected by the Contractor with boxes and in accordance with ordinances governing the protection of trees. Excavated materials shall be placed so as not to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or Contractor's employees shall be replaced by Contractor with new stock of similar size and age, at its proper season and at the sole expense of the Contractor.
- C. Lawn Areas: Lawn areas shall be left in as good condition as before the starting of the Work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod. The price of such work shall have been included in the Bid Total.
- D. Restoration of Fences:
 1. Any fence, or part thereof, that is damaged or removed during the course of the Work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the Work.
 2. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the acceptance of the Owner and Engineer.
 3. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefor.

1.09 PROTECTION OF WORK AND PUBLIC

- A. Barriers and Lights:
 1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents.
 2. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and flagmen at all places where the Work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.
- B. Noise:
 1. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing equipment shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall construct sound barriers as necessary to eliminate noise.
 2. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.
 3. Noise levels shall be as specified in Section 01030.
 4. If the proper and efficient prosecution of the Work requires operations during the night, the written permission of the Owner shall be obtained before starting such items of the Work.

- C. Access to Public Services: Neither the materials excavated nor the materials or equipment used in the construction of the Work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.
- D. Dust Prevention: The Contractor shall prevent dust nuisance from Contractor's operations or from traffic by keeping the roads and/or construction areas dampened with water at all times.

1.10 CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of the Work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications.
- B. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

- A. During Construction:
 - 1. During construction, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner or Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
 - 2. The Contractor shall remove from the site all of Contractor's surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof, and fines that may be levied as a result of citations given by State or local regulatory agencies.
- B. Final Cleaning:
 - 1. At the conclusion of the Work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances to a facility permitted to manage these materials.
 - 2. The Contractor shall thoroughly clean all equipment and materials installed and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.12 MISCELLANEOUS

- A. Protection Against Siltation and Bank Erosion:
 - 1. The Contractor shall arrange Contractor's operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water course and drainage channels.
 - 2. The Contractor, at no additional expense to Owner or Engineer, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from Contractor's construction operations.
- B. Protection of Wetland Areas:
 - 1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with local, state and federal regulations and with Owner's instruction.
 - 2. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection.

- C. Existing Facilities: The work shall be so conducted to maintain existing traffic lanes in operation, except in accordance with the approved temporary MOT plan.
- D. Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions. Contractor shall obtain written approval from Owner prior to use of chemicals.
- E. Cooperation with Other Contractors and Forces:
 - 1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the Owner to work in or about the project.
 - 2. The Owner reserves the right to put such other contractors to work and to afford such access to the work area to be performed at times as the Owner deems proper.
 - 3. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the Work and shall so arrange and conduct the work that such other contractors may complete their work at the earliest date possible.
- F. Construction shall be conducted and shall result in construction of the improvements of this project in full accordance with the conditions of the permits granted for the project.

1.13 PRE-EXISTING CONDITIONS

- A. The Contractor shall conduct a pre-existing conditions survey of each of the existing structures and other areas that are to remain during the Work. The survey shall establish the state of the property before construction as a basis for any claims of damage that may occur. See also Section 01850.

1.14 NOTICES

- A. In conformance with the requirements of the General Conditions all notices or other papers required to be delivered by the Contractor to the Owner, **except the bids**, shall be delivered to Junos Reed, Engineering and Construction Manager, Port Orange Public Utilities Department, 1395 Dunlawton Avenue, Port Orange, 32129.

1.15 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

- A. In case of discrepancy, the most stringent condition will govern from the plans or specifications. Computed dimensions shall govern over scaled dimensions. NOTE: CONTRACTOR MUST BE AWARE THAT SOME SECTION(S) OR SUBSECTION(S) DO NOT SPECIFICALLY APPLY TO THIS PROJECT.

1.16 LAYING OUT THE WORK

- A. Prior to commencement of construction the Engineer will have established vertical and horizontal controls throughout the work site which the Contractor shall use in setting out the work. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.
- B. The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the Owner or Engineer may decide necessary.
- C. No separate cost item is provided for laying out the work; the cost of which shall be included in the unit price for items in the Proposal.

1.17 PRE-BID AND PRECONSTRUCTION CONFERENCES

- A. A pre-bid conference will be held to assist interested contractors in submitting proper bids. At this time all questions concerning the contract documents will be addressed. All prospective bidders are strongly encouraged to attend.
- B. A preconstruction conference will be held with the awarded Contractor to establish procedures and to obtain working understanding among the parties concerning the project.

1.18 PERMITS AND LICENSES

- A. Before starting the work, the Contractor shall obtain and possess all required licenses and permits.

1.19 OBSTRUCTIONS

- A. All water pipes, storm drains, force mains, gas or other pipe, telephone or power cables or conduits, and all other buried or unburied obstructions, whether or not shown, shall be temporarily removed from, or supported across pipeline and other excavations. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power and telephone installations along the route of new pipelines or in the vicinity of new work are shown, but must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new piping. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made to permit installation of new pipe.

1.20 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall be responsible for and make good all damage to pavement, sidewalks, pedways, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the drawings.
- B. Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be this Contractor's responsibility to determine the location, character and depth of any existing utilities. They shall assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from their activities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, will include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). The Contractor shall accept the compensation in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor will be included in the prices named in the Bid Schedule for the various appurtenant items of the completed work.
- B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item, task or procedure, at the unit or lump sum price shown in the Bid Schedule, shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Schedule or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that the proposal for the project reflects the Contractor's total price for completing the work in its entirety.

1.02 MEASUREMENT

- A. Where indicated for measurement, the quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.
- B. Subject to all other Contract requirements, the Contractor shall be paid for "as-built" quantities of work for which a unit price is given in the bid.
- C. Where payment limit lines are shown on the Contract Drawings, or specified herein, measurements of a payment item quantity will be made up to, but not beyond such lines.
- D. Where the actual work of a payment item falls short of the payment limit line, measurement will be made to the line of the actual work.
- E. No measurement for payment will be made for quantities outside of payment limit lines unless authorized in writing by the Owner.

1.03 MOBILIZATION/DEMOBILIZATION (BID ITEM NO. 1)

- A. Periodic payment will be made for these items based upon percent complete, less retainage.
- B. Payment for Mobilization, demobilization, will be made at the lump sum price named in the Bid Schedule under Bid Item No. 1, which price shall constitute full compensation for mobilizing and demobilizing, in accordance with the requirements of the Contract Documents.

1.04 INSURANCE AND BONDS (BID ITEM NO. 2)

- A. Periodic payment will be made for these items based upon percent complete, less retainage.
- B. Payment for Insurance, and Bonds will be made at the lump sum price named in the Bid Schedule under Bid Item No. 2, which price shall constitute full compensation for providing all required insurance and performance, payment and maintenance bonds in accordance with the requirements of the Contract Documents.

1.05 PRECONSTRUCTION VIDEO (BID ITEM NO. 3)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for performing the Preconstruction Video recording, including all field work, written narrative and submission of required DVD recordings will be made at the lump sum price named in the Bid Schedule under Bid Item No. 3, which price shall constitute full compensation for all such work performed in accordance with the requirements of the Contract Documents.

1.06 CONSTRUCTION RESTORATION (BID ITEM NO. 4)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for keeping the sites clean, for final clean-up, and for site restoration for the East Ocean Avenue Lift Station project will be made at the lump sum price named in the Bid Schedule under Item No. 4, which price shall constitute full compensation for providing all clean-up and site restoration described in these Contract Documents.

1.07 SITE WORK (BID ITEM NO. 5)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for clearing and grubbing, grading, and erosion control for the East Ocean Avenue Lift Station project will be made at the lump sum price named in the Bid Schedule under Item No. 5, which price shall constitute full compensation for providing all site work described in these Contract Documents.

1.08 LIFT STATION DEMOLITION (BID ITEM NO. 6)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for demolition of the existing lift station and any other associated site work necessary to prepare the existing wet well and above grade pump station to be converted to a submersible pump station will be made at the lump sum price named in the Bid Schedule under Item No. 12, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents. This bid item will include all work related to removing the lift station top, removing existing suction piping and all other piping, fittings, and equipment inside the existing wet well, sandblasting the concrete lift station interior, removing approximately 10 linear feet of existing 6-inch force main, and all associated field work, materials, equipment and labor necessary to prepare the existing lift station for conversion to a submersible pump station.

1.09 CONSTRUCTION TESTING (BID ITEM NO. 7)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.

- B. Payment for performing the construction testing including pipe pressure testing, and density testing, as required, will be made at the lump sum price named in the Bid Schedule under Item No. 7, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.10 SURVEY LAYOUT, PROJECT DOCUMENTATION & AS-BUILTS (BID ITEM NO. 8)

- A. Periodic payment will be made for these items based upon percent complete, less retainage.
- B. Payment for performing the Survey Layout of the work, for maintaining the Project Documentation, and for preparing and delivering the As-built drawings to the Engineer of Record, will be made at the lump sum price named in the Bid Schedule under Bid Item No. 8, which price shall constitute full compensation for all such work performed in accordance with the requirements of the Contract Documents.

1.11 ASPHALT RESTORATION (BID ITEM NO. 9)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for performing the asphalt restoration, including all field work, roadway milling and resurfacing, materials, equipment and labor necessary to complete the installation will be made at the square foot unit price named in the Bid Schedule under Item No. 9 which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.12 CONCRETE RESTORATION (BID ITEM NO. 10)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for performing the concrete restoration, including all field work, concrete driveway, materials, equipment and labor necessary to complete the installation will be made at the cubic yard price named in the Bid Schedule under Item No. 10 which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.13 CONCRETE PADS (BID ITEM NO. 11)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for installation of concrete pads, including all field work, materials, equipment and labor necessary to complete the installation will be made at the cubic yard price named in the Bid Schedule under Item No. 11 which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.14 PLATFORM AND RAILING (BID ITEM NO. 12)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for installation of platform, including all field work, railing, materials, equipment and labor necessary to complete the installation will be made at the square foot price named in the Bid Schedule under Item No. 12 which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.15 LIFT STATION IMPROVEMENTS (BID ITEM NO. 13)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for improvements to the existing lift station and any other associated site work necessary to convert the existing wet well and above grade pump station to a submersible pump station will be made at the lump sum price named in the Bid Schedule under Item No. 13, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents. This bid item will include all work related to lining the

wet well interior, replacing the lift station hatch, and replacing interior suction piping, railing and equipment (excluding submersible pumps), and all associated field work, materials, equipment and labor necessary to convert the existing lift station to a submersible pump station.

1.16 SUBMERSIBLE PUMPS (BID ITEM NO. 14)

- A. Payment will be made for these items based upon each completed, less retainage.
- B. Payment for materials and labor necessary to complete the installation of the submersible pumps including testing and start-up will be made at the unit price named in the Bid Schedule under Item No. 14, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.17 DIESEL BYPASS PUMP (BID ITEM NO. 15)

- A. Periodic payment will be made for these items based upon each completed, less retainage.
- B. Payment for Diesel Bypass Pump including the pump, startup, and all other materials, equipment, and labor necessary for a complete and fully operable system will be made at the unit price named in the Bid Schedule under Item No. 17, which price shall constitute full compensation for furnishing and installing the bypass pump the requirements of these Contract Documents.

1.18 8-IN ABOVE GROUND VALVE ASSEMBLY (BID ITEM NO. 16)

- A. Periodic payment will be made for these items based upon percent complete, less retainage.
- B. Payment for materials and installation of the 8-inch DIP force main including restrained joints, fittings, reducers, valves, air release valves, camlock fittings, pipe supports, materials, equipment, and labor necessary to complete the installation will be made at the lump sum price named in the Bid Schedule under Item No. 16, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.19 6-IN HDPE FORCE MAIN – BYPASS PIPING (BID ITEM NO. 17)

- A. Periodic payment will be made for these items based upon linear feet installed, less retainage.
- B. Payment for materials and installation of the 6-inch HDPE force main including restrained joints, fittings, camlocks, materials, equipment, and labor necessary to complete the installation will be made at the linear foot price named in the Bid Schedule under Item No. 17, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.20 CONNECTION TO EXISTING 6-INCH FORCE MAIN: TAPPING SLEEVE AND VALVE INCLUDING INSTALLATION (BID ITEM NO. 18)

- A. Payment will be made for these items based upon each completed, less retainage.
- B. Payment for the 6-inch tapping sleeve and valve including all materials, equipment, and labor necessary to complete the installation will be made at the unit price named in the Bid Schedule under Item No. 18, which price shall constitute full compensation for furnishing and installing the tapping sleeve and valve meeting the requirements of these Contract Documents.

1.21 CMU WALL – VARIED HEIGHT (BID ITEM NO. 19)

- A. Periodic payment will be made for these items based upon linear feet installed, less retainage.
- B. Payment for removal and replacement of the existing vinyl fencing including all materials, equipment, and labor necessary to complete the removal and installation will be made at the linear foot price named in the Bid Schedule under Item No. 19, which price shall constitute full compensation for furnishing and installing the fencing meeting the requirements of these Contract Documents.

1.22 STATIC BOLLARDS (BID ITEM NO. 20)

- A. Payment will be made for these items based upon each installed, less retainage.
- B. Payment for the static bollards including all materials, equipment, and labor necessary to complete the installation will be made at the unit price named in the Bid Schedule under Item No. 20, which price shall constitute full compensation for furnishing and installing the static bollards meeting the requirements of these Contract Documents.

1.23 RETRACTABLE BOLLARDS (BID ITEM NO. 21)

- A. Payment will be made for these items based upon each installed, less retainage.
- B. Payment for the retractable bollards including all materials, equipment, and labor necessary to complete the installation will be made at the unit price named in the Bid Schedule under Item No. 21, which price shall constitute full compensation for furnishing and installing the retractable bollards meeting the requirements of these Contract Documents.

1.24 BYPASS OPERATIONS (BID ITEM NO. 22)

- A. Periodic payment will be made for these items based upon percent complete, less retainage.
- B. Payment for bypass operations, including all necessary materials, equipment, power supply, labor, and anything necessary to accomplish the bypass pumping will be made at the lump sum price named in the Bid Schedule under Item No. 22, which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

1.25 ELECTRICAL I&C (BID ITEM NO. 23)

- A. Periodic payment will be made for this item based upon percent complete, less retainage.
- B. Payment for Submersible Pump Station Electrical and Instrumentation work including new conduit and wiring, disconnects, new electrical and control equipment, VFDs, testing of power and control wiring to each of the submersible pumps, and all other materials, equipment, and labor necessary for a complete and fully operable system, including testing and start-up will be made at the lump sum price named in the Bid Schedule under Item No. 23 which price shall constitute full compensation for all such work performed in accordance with the requirements of these Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01027
PERIODIC PAY ESTIMATES

PART 1 - GENERAL

1.01 PAY REQUEST SUBMISSION

- A. Submit Periodic Pay Estimates to the Engineer and Owner in accordance with the schedule and format established by the Contract Documents.

1.02 FORMAT AND DATA REQUIRED

- A. Submit Periodic Pay Estimates typed on standard EJCDC forms, with itemized data typed on 8 1/2-inch x 11-inch white paper continuation sheets.
- B. Owner will use the approved Bid Schedule (see Section 00300), or approved Schedule of Values (Section 01370) as the basis for preparing the custom Periodic Pay Estimate form.

1.03 PREPARATION OF PERIODIC PAY ESTIMATES

- A. Application Form (Pages 1 and 2):
 - 1. Fill in required information, including that for Change Orders fully executed prior to closing date of the Periodic Pay Estimate. Enter Pay Estimate Number and date.
 - 2. Fill in summary of dollar values to agree with respective totals indicated and derived on continuation sheets.
 - 3. Execute Contractor's certification with signature of a responsible officer of Contract firm. Payments will not be processed without this certification.
- B. Continuation Sheets (Page 3 and following, as needed):
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item, as shown on approved Schedule of Values. Adhere to Owner's detailed instructions provided with the original copy of the Periodic Pay Estimate form. Verify each entry with Owner's project Representative.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored in accordance with the requirements of these Contract Documents. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to the closing date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.
 - 4. Include "Indemnification" and "Compliance with Trench Safety Act" on Pay Schedule.
 - 5. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the Periodic Pay Estimate.
 - 6. As provided for on the first page of the Periodic Pay Estimate form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by the Periodic Pay Estimate, and all materials and equipment incorporated into the Work are free and clear of all claims, security interest and encumbrances.
- C. Initial Periodic Pay Estimate: Administrative actions and submittals that must precede or coincide

with submittal of the first Periodic Pay Estimate include the following:

1. List of Subcontractors.
 2. List of principal suppliers and fabricators.
 3. Initial Progress Schedule.
 4. Shop drawing submittal schedule.
 5. Certificates of insurance and insurance policies.
 6. Copies of permits.
 7. Copies of authorizations and licenses from governing authorities required for performance of the Work.
 8. Performance and Payment Bonds.
- D. Periodic Pay Estimate at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit a Periodic Pay Estimate. This application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Administrative actions and submittals that shall precede or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreements.
 3. Test/adjust/balance records.
 4. Maintenance instructions.
 5. Meter readings.
 6. Start-up performance reports.
 7. Change over information related to owner's occupancy, use, operation, and maintenance.
 8. Final Cleaning.
 9. Change of door locks to Owner's access.
 10. Final progress photographs, as applicable.
- E. Final Periodic Pay Estimate: Administrative actions and submittals which must precede or coincide with submittal of the Final Periodic Pay Estimate include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Transmittal of required Project construction records to owner.
 4. Removal of temporary facilities and services.
 5. Removal of surplus materials, rubbish and similar elements.
 6. Certified property survey.

7. Proof that taxes, fees, and similar obligations have been paid.
8. Maintenance Bond.
9. Waiver of Right to Claim Against the Payment Bond (Final Payment) for each Subcontractor, supplier, and vendor.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.
- C. Construction Progress Schedule:
 1. The Contractor shall submit up to date, revised progress schedules on a monthly basis with each Periodic Pay Estimate. See Specification Section 01310 for more information.
 2. No Periodic Pay Estimates will be processed by Owner until the corresponding, current construction progress schedule has been received. The submitted progress schedule is subject to Engineer approval each month. If the Contractor does not gain Owner and Engineer approval of any schedule update, the following Periodic Pay Estimate will not be considered until such approval is obtained.
- D. Project Record Documents:
 1. During construction, Contractor shall keep a marked up, current set of record document drawings on-site as the accurate record of all deviations between work as shown and as installed. These drawings shall be available to the Owner and Engineer for inspection at any time. See Specification Section 01720 for additional information.
 2. In accordance with specification section 01050, the Contractor shall retain the services of a registered land surveyor licensed in the State of Florida for purposes including record document preparation.
 3. In accordance with Specification Section 01720, the Contractor shall be required to display the current record documents to the Owner and/or Engineer at the monthly progress meeting. The purpose of this submittal is to ensure that "As-Built" records are being kept up to date by the Contractor.
 4. If the record documents are not kept up to date to the satisfaction of the Owner or Engineer, or the submission is not made by the requested day and time, monies may be retained from the Contractor's Periodic Pay Estimates.

1.05 PREPARATION OF FINAL PERIODIC PAY ESTIMATE

- A. Fill in Application form as specified for progress payments.

- B. Indicate appropriate, sequential number in the spaces marked "Pay Estimate No.", and add the word "FINAL" (Ex: "Pay Estimate No. 18 - FINAL")

1.06 SUBMITTAL PROCEDURE

- A. Submit Periodic Pay Estimate to the Engineer at the time stipulated in the Agreement.
- B. Number of originals (original signature required) for each Periodic Pay Estimate:
 - 1. Owner: One (1) copy
 - 2. Engineer: Electronic (1) copy in PDF format
 - 3. Contractor: One (1) copy
- C. When the Engineer finds Application properly completed and correct, they will transmit copies for payment to the Owner. After Processing, the Owner will then forward one copy for Contractor's files.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01030
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Contractor included those products in his bid. The alternate product or products submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery and manufactured articles for incorporation into the Work shall be the new and unused standard products of recognized reputable Manufacturers.

1.02 RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall be responsible for the entire Work determined by the Drawings, Specifications and Contract from the date of the starting of the Work until it is accepted as evidence of approval of the Completion Certificate by the Owner. Contractor shall be responsible for removals, renewals and replacements due to action of the elements and all other causes except as otherwise provided in the Specifications. The Contractor shall keep the Contract under his own control and it shall be his responsibility to see that the Work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the work personally or shall have a competent, English speaking superintendent or representative, who shall be on the site of the project at all working hours, and who shall be fully authorized by the Contractor to direct the performance of the work and to make arrangements for all necessary materials, equipment and labor without delay.
- B. Renewals or repairs necessitated because of defective materials or workmanship, or due to action of the elements or other natural causes, including fire and flood, prior to the acceptance as determined by the Completion Certificate, as appropriate, shall be done anew in accordance with the Contract and Specifications at the expense of the Contractor.

1.03 PROVISIONS FOR CONTROL OF EROSION

- A. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the state. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTUs), or as otherwise required by the state or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.
- B. Erosion evident within the limits of construction shall be the responsibility of the Contractor during the full term of the contract and for the full two (2) year guarantee period. Areas subject to erosion during this time shall be fully restored to original or design conditions (as applicable) within 10 days of notice to the Contractor.

1.04 ON SITE STORAGE

- A. The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on site storage requirements for materials and equipment as specified in Section 01600.

1.05 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning. Such measures shall be in accordance with local and state requirements.
- B. In the event of inclement weather, Contractor will, and will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor.

1.06 WARRANTIES

- A. Unless specified otherwise in the Contract Documents, all equipment supplied under these Specifications shall be warranted by the Contractor and the equipment Manufacturers for a period of two (2) years. Warranty period shall commence on the date of final acceptance by the Port Orange City Council.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the Owner.
- C. The Manufacturer's warranty period shall run concurrently with the Contractor's warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining equipment warranties in accordance with Section 01740 from each of the respective supplier or Manufacturers for all the equipment specified. The form of warranty is included at the end of this section.

1.07 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as water, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings.
- B. However, when in the opinion of the Owner or Engineer this procedure is not feasible, Contractor may employ fittings for a utility crossing as directed by the Engineer.

1.08 CONSTRUCTION CONDITIONS AND SUBSURFACE INVESTIGATION

- A. The Contractor shall strictly adhere to the specific requirements of the governmental unit(s) or agency(ies) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.
- B. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata, groundwater table, and other such conditions will not be allowed.

1.09 PUBLIC NUISANCE

- A. The Contractor shall not create a public nuisance including but not limited to encroachment on adjacent lands, flooding of adjacent lands, excessive noise, excessive and avoidable vibration, or unnecessary and avoidable impacts to motorists, bicyclists, and pedestrians utilizing the private residential or business access streets, driveways and parking lots in and adjacent to the project. The Contractor is advised to review and comply with all of the special vehicle and

pedestrian MOT requirements for this project.

- B. If the Contractor requires the use of adjacent lands, a temporary easement or written contract with the property owner must first be negotiated, secured, paid for and obtained by the Contractor. This requirement applies to work areas and to lay down, staging, and temporary storage or office areas.
- C. Dewatering activities and any other construction process or method which produces ground water or storm water runoff from the project site shall be conducted in a manner which prevents flooding of adjacent lands. All excess water from any source shall be directed to appropriate drainage systems capable of accommodating the excess flows.
- D. Sound levels measured by the Owner shall not exceed 55 dBA 7 PM to 7 AM or 65 dBA 7 AM to 7 PM. This sound level is to be measured at the Owner's property line. It is the obligation of the Contractor to achieve these limits through proper construction equipment selection, temporary sound attenuation barriers, or other acceptable means. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner due to excessive noise shall not relieve the Contractor of the other portions of this specification including, but not limited to Contract Time and Contract Price.
- E. In establishing Maintenance of Traffic Plans, work task schedules, and construction methods, the Contractor must fully consider minimizing impacts to motorists and pedestrians. At no time shall methods, procedures or schedules be approved or employed which will create undue hardship to the adjacent business patrons or other members of the public using the access streets, sidewalks, bus stops, or parking lots. Work stoppage by the Engineer or Owner due to unnecessary public impacts shall not relieve the Contractor of the other portions of this specification including, but not limited to contract time and contract price.
- F. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.10 SUSPENSION OF WORK DUE TO WEATHER

- A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The ability to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Engineer shall so direct, the rubbish and surplus materials shall be removed.

1.11 RELOCATIONS

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid with the associated item requiring the relocations.

1.12 SALVAGE

- A. Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and if so, shall be excavated, if necessary and delivered, to the Owner at a location directed by the Owner, at the Contractor's expense. All such salvage shall be at the Owner's discretion. Items refused by the Owner shall become the property of or shall be properly disposed of by the Contractor.

1.13 PERMITS

- A. Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or

agencies. (See also Section 01065.) No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. Except as provided elsewhere in these Contract Documents, the costs for obtaining all permits shall be borne by the Contractor.

1.14 NOTIFICATION OF WORK ON EXISTING FACILITIES

- A. Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least 10 calendar days in advance of the date he proposes to commence such work.

1.15 EASEMENT FOR WORK ON PRIVATE PROPERTY

- A. The Contractor shall maintain construction operations within the presently existing property boundaries, road rights-of-way, and established easements throughout the project. Immediately after an award of contract is made, the Contractor shall submit to the Owner a listing of those areas in which Contractor deems it to be necessary to work outside of the prescribed areas. In the event that the Contractor deems it necessary or advisable to operate beyond the limits of the existing property boundaries, rights-of-way or established easements, Contractor shall be responsible for making special agreements with the affected property owners. The Contractor's plan shall be subject to the approval of the Owner and as construction areas are secured, copies of all written agreements shall be placed on file with the Owner and Engineer.
- B. With the exception of any Temporary Construction Easement already provided, the Owner will not secure easements for additional working room.

1.16 CLAIMS FOR PROPERTY DAMAGE

- A. Upon notification by the Owner or Engineer, the Contractor shall investigate each claim for property damage and shall file, within ten (10) days of such notification, a statement with Owner and Engineer setting forth all facts and details relative to such claim.

1.17 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

- A. The locations of existing underground utilities are from information obtained from the respective utility companies and other sources. The locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered. It is the Contractor's responsibility to contact the state-sponsored central locate center and/or local existing utilities at least 48 hours prior to planned digging.

1.18 CLEAN-UP AND DUST CONTROL

- A. At all times during the prosecution of the work, the Contractor shall maintain sufficient forces to clean up and control dust. Control of blowing litter or dust caused by any re-grading or other task by the Contractor shall be the responsibility of the Contractor.

1.19 CONNECTIONS TO EXISTING SYSTEMS

- A. The Contractor shall perform all work necessary to locate, excavate and prepare for connections to the terminus of the existing systems all as shown on the Drawings or where directed by the Engineer. The cost of this work and for the actual connection of the existing mains shall be included in the bid for the project and shall not result in any additional cost to the Owner.

1.20 COORDINATION OF WORK

- A. The Contractor shall afford other contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with such other work. The Contractor shall coordinate his Work with the Owner and other contractors to store apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of the Work or the work of any other contractors.

- B. If the execution or result of any part of the Work depends upon any work of the Owner or of any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any separate contractor that render it unsuitable for the proper execution or result of any part of the Work.
- C. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work.
- D. Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.
- E. If such separate contractor sues the Owner on account of any damage, delay or interference caused or alleged to have been so caused by the Contractor, the Owner shall notify the Contractor, who shall defend the Owner in such proceedings at the Contractor's expense. If any judgment or award is entered against the Owner, the Contractor shall satisfy the same and shall reimburse the Owner for all damages, expenses, attorney's fees and other costs which the Owner incurs as a result thereof.
- F. Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.
- G. In no event shall the Contractor seek to recover from the Owner or the Engineer, and the Contractor hereby represents to the Owner and the Engineer that it will not seek to recover from them, or either of them, any costs, expenses, (including, but not limited to, attorney's fees) or losses of profit incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any separate contractor.
- H. Any difference or conflict which may arise between the Contractor and other contractors who may be performing work on behalf of the Owner, or between the Contractor and workmen of the Owner in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts of omissions of any other contractor of the Owner, the Contractor shall on that account have no claim against the Owner other than for an extension of time.

1.21 FINAL GUARANTEE

- A. All work shall be guaranteed by the Contractor for a period of two years from and after the date of acceptance of the work by the Owner.
- B. If, within the guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner and without expense to the Owner, do the following:
 - 1. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein.

2. Make good all damage to the building or site, or equipment or piping or contents thereof, which, in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract.
 3. Make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.
- C. If the Contractor, after notice, fails within ten days to proceed to comply with the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause loss or damage, repairs may be started without notice being given to the Contractor and the Contractor shall pay the cost thereof.
- D. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Contract Specifications or other papers forming a part of this Contract shall be subject to the terms of this paragraph during the first year of life of each such guarantee. All special guarantees and manufacturers' warranties shall be assembled by the Contractor and delivered to the Engineer, along with a summary list thereof, before the acceptance of the work.

1.22 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

- A. The Contractor, with the approval of the Engineer, may use on the project such stone, gravel, sand, or other material determined suitable by the Engineer, as may be found in the excavation and will be paid both for the excavation of such materials at the corresponding Contract unit price and for the pay item for which the excavated material is used. Contractor shall replace at his own expense with other acceptable material all of that portion of the excavation materials so removed and used which was needed for use in the embankments, backfills, approaches, or otherwise. No charge for the materials so used will be made against the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01041
PROJECT COORDINATION

PART 1 - GENERAL

1.01 COMMITMENT

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of Work and a rate of progress which will ensure the completion of the Work within the time stipulated in the Contract.

1.02 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of the site, except by written permission of the appropriate owners. Contractor shall provide Owner a copy of such written permission.

1.03 PIPE AND EQUIPMENT LOCATIONS

- A. Pipelines and equipment shall be located substantially as indicated on the Drawings, however, Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve them from laying and jointing different or additional items where required.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at no additional expense to Owner or Engineer, provide suitable and safe bridges and other crossings for accommodating travel by plant operators and workmen.

1.05 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled and compacted immediately after their purpose has been satisfied and maintained in a manner satisfactory to the Engineer. The costs for such test pits shall be borne by the Contractor.

1.06 MAINTENANCE OF TRAFFIC

- A. Unless permission to close a street is received in writing, by Owner from Contractor, from the proper authority (County, City, FDOT, etc.), all excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, Contractor shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the Engineer.
- B. Detours around construction will be subject to the acceptance of the Owner and the Engineer. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the Contractor shall expedite construction operations and periods when traffic is being detoured will be strictly controlled by the Owner.
- C. The Contractor shall take precautions to prevent injury to the public due to open trenches. Night watch may be required where special hazards exist, or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.

1.07 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and

shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at no additional expense to Owner or Engineer, to a condition similar or equal to that existing before the damage was done, or Contractor shall make good the damage in other manner acceptable to the Owner and Engineer.

1.08 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any Work under this Contract shall cooperate with the Contractor and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling, and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

1.09 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at no additional expense to Owner or Engineer.
- B. All structures shall be protected in a manner accepted by the Engineer. Should any of the floors or other parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the Work shall be completely repaired and made good by the Contractor at no additional expense to Owner or Engineer, and to the satisfaction of the Engineer. If, in the final inspection of the Work, any defects, faults or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the Contract.
- C. The Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

1.10 COOPERATION WITH OTHER CONTRACTS

- A. It shall be necessary for the Contractor to plan his work and cooperate with other contractors, if present, insofar as possible to prevent any interference and delay.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01050
FIELD ENGINEERING AND SURVEYING

PART 1 - GENERAL

1.01 CONTRACTOR REQUIREMENTS

- A. The Contractor is responsible for retaining the services of a registered land surveyor currently licensed in the State of Florida to establish and maintain property boundaries, benchmarks, reference points, and as-built information during construction.
- B. All surveying for project vertical and horizontal control and construction layout shall be the responsibility of the Contractor. The accuracy of any method of surveying or construction staking shall be the responsibility of the Contractor.
- C. The Contractor is responsible for the preservation of all benchmarks, stakes, and other survey marks. If any benchmarks, stakes, or marks are disturbed, the Contractor shall not proceed with the work until they have restored such items and have established such points, marks, lines, and elevations as may be necessary for the prosecution of the work.
- D. If the Contractor offers for consideration any design changes to the Technical Specifications or Drawings of the Contract Documents, the Contractor is responsible for retaining the services of a professional engineer licensed in the State of Florida to provide all analysis and field engineering.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. The Contractor's licensed engineer or registered land surveyor shall be acceptable to the Owner and the Engineer.
- B. The Contractor's professional engineer shall be qualified in the discipline required for the specific services proposed to be performed on the project.

1.03 SURVEY REFERENCE POINTS

- A. Contractor shall locate and protect control points prior to starting site work. The Contractor shall:
 - 1. Make no changes or relocations of control or reference points without prior written authority from the Engineer.
 - 2. Report to the Engineer when any control or reference point is lost or destroyed, or becomes necessary to relocate them because of necessary changes in grades or locations.
- B. Contractor's surveyor shall replace project control and reference points which may be lost or destroyed at no additional cost to the Owner. Establish replacement points based upon original survey control.

1.04 PROJECT SURVEY CONTROL

- A. Establish a minimum of two permanent bench marks on site, referenced to data established by survey control points, and record their horizontal locations and vertical elevations on the project as-built drawings.
- B. Establish lines and grades, and locate and layout site improvements by instrumentation and other appropriate means.

1.05 PROJECT DOCUMENTS

- A. Maintain a complete and accurate log of all control and survey work as it progresses.

- B. Maintain progress as-built drawings by adding as-built survey information as it becomes available, consistent with the requirements for Project Documents, Section 01720.

1.06 SUBMITTALS

- A. Submit a final, consolidated as-built drawing markup set of original drawings signed by a licensed surveyor to the Engineer at the end of the project, consistent with the requirements of Section 01720, Project Documents, with a certificate that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01065
PERMITS AND FEES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Unless otherwise specified, the Contractor shall obtain and pay for all permits and licenses related to his work, except as otherwise provided herein.
- B. Permits by Owner: The Owner prior to the advertisement of the project has applied for permits with the following agencies. The Contractor shall request copies of these permits and shall comply with all provisions therein:
 - 1. FDEP Notification for Constructing a Domestic Wastewater Collection/Transmission System
- C. NPDES Permit: Any site dewatering for structures or trench work under construction shall conform to the requirements of an NPDES permit and CUP permits, if needed. See also Appendix B.
- D. Local Permits: The Contractor shall apply and obtain all other applicable local permits for the construction effort including City ROW permits. Payment for such permits, shall be identified by the governing agency after the permit has been applied for, and this amount shall be made known to the Owner for prompt payment by the Owner. This requirement may also include the following tasks to be performed by the Contractor:
 - 1. Pre-stamped and addressed post cards for mailing to subcontractors.
 - 2. Acknowledgment of Applicant Responsibility.
 - 3. Evidence of certification as a Class I or Class II Contractor (State).
 - 4. Copy of Worker's Compensation Certificate of Insurance.
 - 5. Owners authorization.
- E. Work shall be conducted and shall result in construction of the requirements of this project in full accordance with the conditions of the permits granted for the project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01090
REFERENCE STANDARDS

PART 1 - GENERAL

1.01 GENERAL

- A. Titles of Sections and Paragraphs: Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is indicated, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for Bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth in the Specifications or shown on the Drawings will be waived because of any provision of or omission from said standards or requirements.
- C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged to perform that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The CONTRACTOR shall construct the WORK in accordance with the Contract Documents and the referenced portions of those referenced codes, standards, and specifications.
- B. References to "Building Code" or "Florida Building Code" shall mean Florida Building Code of the International Conference of Building Officials (ICBO), as amended by the local jurisdiction. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Association of Plumbing and Mechanical Officials (IAPMO) as amended by the local jurisdiction. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for Bids shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and direction prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- D. References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- E. References to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and

Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR shall be responsible that all WORK included in the Contract Documents, regardless if indicated or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other federal, state, and local regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist and the OWNER has not waived the requirement in writing, chemical, hazardous, and petroleum product piping and storage in underground locations shall be double containment piping and tanks or be installed in separate concrete trenches and vaults with an approved lining that cannot be penetrated by the chemicals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Engineer will schedule and administer a preconstruction conference. The Contractor shall be responsible for attending all monthly construction progress meetings, and specially called meetings throughout the progress of the work.
- B. Representatives of the Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Owner shall attend meetings to ascertain that Work is expedited consistent with Contract Documents and construction schedules.

1.02 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference shall be scheduled by the Owner and conducted by the Engineer. The Engineer shall prepare and distribute written summary meeting minutes or electronic audio recordings.
- B. Location: The location of the conference shall be a central site, designated by the Owner.
- C. Attendance Requested:
 - 1. Owner's representative.
 - 2. Resident project representative (RPR).
 - 3. Engineer and their professional consultants.
 - 4. Contractor's representatives.
 - 5. Subcontractor's representatives.
 - 6. Supplier's representatives.
 - 7. Adjacent site neighbors, where appropriate.
 - 8. Others, as appropriate.
- D. Suggested Agenda:
 - 1. Introductions and Roles
 - 2. Procedures and processing of:
 - a. Requests for Information
 - b. Shop Drawings and Submittals
 - c. Field Orders
 - d. Change Orders
 - e. Periodic Pay Estimates

- f. As-built drawings
- 3. Contractor's Use of Premises, Access, Security
- 4. Construction Schedule and Sequence of Construction
 - a. Schedule Submittal Requirements
 - b. Permits
 - c. Liquidated Damages
- 5. Special Work Procedure Plans, as applicable
- 6. Inspections
- 7. Testing and acceptance requirements
- 8. Housekeeping procedures

1.03 MONTHLY PROGRESS MEETINGS

- A. Construction progress meetings will be scheduled each month for the duration of the project. The progress meetings will be scheduled by the Contractor at times and locations to be mutually agreed upon.
- B. Meetings shall be for the purpose of reviewing the completed progress of the Work and any obstacles or problems that could impact the Contractor's Project Schedule. See also Section 01310.
- C. Location of the meetings: On site, or at other locations selected by the Contractor with the Owner's consent.
- D. Attendance:
 - 1. Engineer and his professional consultants (as needed).
 - 2. Contractor.
 - 3. Owner's representative.
 - 4. Subcontractors (as appropriate to the agenda).
 - 5. Suppliers (as appropriate to the agenda).
 - 6. Others (as appropriate).
- E. Suggested Agenda:
 - 1. Review of work progress since previous meeting.
 - 2. Field observations, problems, and conflicts.
 - 3. Problems which impede the Construction Schedule.
 - 4. Review of off-site fabrication and delivery schedules.
 - 5. Corrective measures and procedures to regain projected schedule.
 - 6. Revisions to Construction Schedule.

7. Progress schedule during succeeding work period.
 8. Coordination of schedules.
 9. Shop Drawing submittals.
 10. Maintenance of quality standards.
 11. Pending changes and substitutions.
 12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
 13. Other business.
 14. Construction Schedule.
 15. Critical/long-lead items.
- F. The Engineer shall lead each construction progress meeting and shall review all previous work efforts to construct the meeting agenda in order to be prepared to discuss pertinent topics regarding progress of the Work.
- G. The Engineer is to provide a current Shop Drawing submittal log at each progress meeting in accordance with Section 01340.
- H. The Engineer shall distribute summary written minutes or a clear, complete electronic audio recording of each progress meeting to all attendees after the meeting. All meeting summaries are ultimately subject to the approval of the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01310
CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Prepare and provide the projected construction schedule, updated monthly, for the duration of the project. **All schedules and all updates must be prepared using Microsoft Office Project, latest edition. Other scheduling software programs may be used, but only if their products are fully compatible with and can be directly imported into Microsoft Office Project.** It shall be the Contractor's responsibility to ensure compatibility. Schedules prepared by other means that cannot be imported by the Owner without modification will be rejected. See also Section 00700, Article 2.5 and Article 14.
- B. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit a Summarized Milestone Schedule to the Owner and Engineer for approval. The Contractor shall revise the schedule as necessary to gain Owner and Engineer approval. Within 14 calendar days of the Owner's and Engineer's approval of the Summarized Milestone Schedule, the Contractor shall submit the Detailed Project Task Schedule. The Contractor shall similarly revise this schedule as needed to gain Owner and Engineer approval. Once approved, this schedule will be the baseline from which all construction activities will be measured.
- C. No Periodic Pay Estimates will be accepted until both the Summarized Milestone Schedule and the corresponding Detailed Project Task Schedule updates are approved by the Owner and Engineer.
- D. Coordination:
 - 1. It will be the responsibility of the Contractor to coordinate schedules of its own and its subcontractor's schedules as well as construction efforts by others as directed by the Owner or Engineer.
 - 2. Schedules are subject to concurrence by the Owner and Engineer with regards to activity description, logic, sequence, duration and resources required.

1.02 FORM OF SCHEDULES

- A. Contractor shall prepare and provide the following construction schedules in the Microsoft Office Project default Gantt Chart view, with project tasks on the left side of the view and horizontal graphical bars corresponding to the task durations on the right side of the view.
 - 1. Summarized Milestone Schedule: Submit a Microsoft Office Project schedule broken down by the major project areas. Required critical path elements will be subject to Owner's and Engineer's concurrence.
 - 2. Detailed Project Task Schedule: Construction schedule and subsequent monthly updates must indicate critical path elements, detailed project tasks and links between dependent tasks, including the duration of each task.

1.03 CONTENT OF SCHEDULES

- A. Provide complete sequence of construction by activity.
 - 1. Shop Drawings, product data and samples, submittal dates and dates approved copies will be required, etc., should be indicated.
 - 2. Product procurement, fabrication duration, shipping dates and on site availability should be indicated. Contractor will prepare format which shall include names of subcontractors;

- description of material; manufacturers and vendors with address, phone number and person to contact, order number, shop drawings and samples status, manufacturing lead time, shipping dates, proposed delivery date, format of shipping, date material is required and commitments from manufacturers or vendors on their letterhead.
3. Dates for beginning and completion of each element or task of construction.
 4. Decision dates for selection of finishes and products.
 5. Restraints reflecting impact of related work.
 6. Activities as directed by the Owner or Engineer when required to interface activities performed by the Owner or other Contractors.
 7. Detailed sub schedule and special area schedules as directed by the Owner or Engineer to define critical areas of work.
 8. The Engineer shall receive and review updates from the Contractor each month indicating the ACTUAL work status or more/less often when directed to do so by the Engineer.
 - a. Schedule submission shall be made with the Periodic Pay Estimate. See also Section 01027.
 - b. If the Contractor does not gain Owner and Engineer approval of any schedule update, the following Periodic Pay Estimate will not be considered until such approval is obtained.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Coordinate the scheduled work of all its subcontractors.
- B. Incorporate the work of all subcontractors into the construction schedules.
- C. Provide schedule update information of all subcontractors.
- D. Maintain a management organization to fulfill the requirements of this Section.
- E. Attend and participate in scheduling meetings as may be requested by the Owner or Engineer.

1.05 SCHEDULE MAINTENANCE PROCEDURES

- A. At or before the Pre Construction Meeting, provide a preliminary summary bar chart schedule for the major breakdown activities outlined in the Bid Proposal. Critical path items will be discussed using this preliminary schedule at the Pre-Construction Meeting.
- B. Summarized Milestone Schedule: Within 10 calendar days of Notice to Proceed, the Contractor shall provide the following to the Owner and Engineer:
 1. A Summarized Milestone Schedule, prepared in Microsoft Office Project Gantt Chart format, identifying the major areas of the Project. The Summarized Milestone Schedule shall, as a minimum, identify all established milestones specified in the Contract Documents and agreed to at the Pre-Construction Meeting, to constitute one complete program for the entire work.
 2. The Summarized Milestone Schedule shall be used for the life of the Contract to delineate the interdependence and order of construction of the project Work areas. Also, it shall be employed as a framework for developing the Detailed Project Task Schedule described below.
 3. The Owner reserves the right to reject any submitted schedule by the Contractor, if, in the view of the Owner, said schedule reflects unreasonable assumptions on the part of the Contractor, its subcontractors or Owner's other Contractors. The Contractor shall be

- responsible for resubmitting within five (5) working days the actual reflection of current and projected status.
4. This schedule shall include an overall project duration consistent with the specified contract time and the date of the official Notice to Proceed. Schedules with any but the specified contract duration period will not be accepted.
 5. In determining the critical path for the work, the Contractor shall include in the schedule some consideration for a minimum number of days of float due to inclement weather or other delays normally associated with construction work of this nature. The amount of float included should be based upon project duration. Since some or even most of the work will be performed outdoors, weather float is an important factor which may have a significant impact on the critical path of the project
- C. Detailed Project Task Schedule: Within 14 calendar days of Owner's and Engineer's approval of the Summarized Milestone Schedule, the Contractor shall provide the following:
1. A Detailed Project Task Schedule shall be prepared in Microsoft Office Project Gantt Chart format. The Detailed Project Task Schedule shall identify the work, by task and duration, to be performed in order to support the critical path milestones agreed to. It shall also identify links between dependent tasks, indicating the expected duration of each.
 2. The Detailed Project Task Schedule shall be utilized to monitor progress and shall, therefore, be maintained throughout the duration of the Project.
 3. Activities represented on the Detailed Project Task Schedule shall dovetail the Summarized Milestone Schedule so as to constitute one complete program for the whole of the project.
 4. The Contractor shall provide a detailed successor/predecessor report, in a format acceptable to the Engineer, sorted by major project area. This report shall also include the duration of each activity and logic relationship.
- D. Updating:
1. Show all changes which have occurred since the previous update and submittal. Provide the following update information:
 - a. Progress of each activity.
 - b. Completion dates.
 - c. Activities modified.
 - d. Revision of schedule restraints.
 - e. Revision in duration to any activities.
 2. With each schedule update provide a NARRATIVE REPORT, including:
 - a. Discussion of problem areas, including current and anticipated delay factors and their impact on the schedule.
 - b. Corrective action taken or proposed and its effect or intended effect on schedule.
 - c. Detailed description of revisions to schedule.

1.06 SUBMITTALS

- A. Submit to both the Owner and the Engineer one electronic file copy, via e-mail attachment, of the

Summarized Milestone Schedule within 10 days after Notice to Proceed.

- B. Submit to both the Owner and the Engineer one electronic file copy, via e-mail attachment, of the Detailed Project Task Schedule within 14 calendar days of approval of the Summarized Milestone Schedule.
- C. Each month, (along with the signed original copies of the monthly Periodic Pay Estimate), submit one printed copy of the previous Detailed Project Task Schedule, with annotations showing status and changes, and one printed copy of the Detailed Project Task Schedule updated for the close of that month to indicate the planned schedule for the next period. In addition, besides the printed copy, provide to both the Owner and the Engineer one electronic file copy of the updated Detailed Project Task Schedule via e-mail attachment.
- D. Along with the updated schedule, submit:
 - 1. A NARRATIVE REPORT explaining modifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01340
SHOP DRAWINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Engineer for review, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for materials and equipment to be supplied by the Contractor as required by the Specifications and the Contract Drawings.
2. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications.
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - a. Submittal-Description and Number assigned.
 - b. Date to Engineer.
 - c. Date returned to Contractor (from Engineer).
 - d. Status of Submittal:
 - 1) NO EXCEPTIONS TAKEN
 - 2) MAKE CORRECTIONS NOTED
 - 3) MAKE CORRECTIONS NOTED - CONFIRM
 - 4) AMEND - RESUBMIT
 - 5) REJECTED - RESUBMIT
 - 6) NOT REVIEWED
 - e. Date of Resubmittal and Return (as applicable).
 - f. Date material release (for fabrication).
 - g. Projected date of fabrication.
 - h. Projected date of delivery to site.
 - i. Status of O&M manuals submittal.
 - j. Contract Specification Section title and number.
 - k. Contract Drawing Number(s).

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the responsibility of the Contractor to check all drawings, data and samples prepared before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's shop drawing stamp showing that they have been so checked, (Refer to **Figure 01340-1**, Contractor's Shop Drawing Stamp). Shop drawings submitted to the Engineer without the Contractor's stamp will be returned without review to the Contractor for conformance with this requirement. **Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. However, shop drawing submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials.** Substitution requests will be considered only when submitted in accordance with the applicable provisions provided elsewhere in these Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications.

Figure 01340-1

(OWNER'S NAME)	
(PROJECT NAME)	
SHOP DRAWING NO.: _____	
SPECIFICATION SECTION: _____	
WITH RESPECT TO THIS SHOP DRAWING OR SAMPLE, I HAVE DETERMINED AND VERIFIED ALL QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBERS, AND SIMILAR DATA WITH RESPECT THERETO AND REVIEWED OR COORDINATED THIS SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES AND WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.	
~ NO VARIATION FROM CONTRACT DOCUMENTS	
~ VARIATION FROM CONTRACT DOCUMENTS AS SHOWN	
(CONTRACTOR'S NAME)	
(CONTRACTOR'S ADDRESS)	
BY: _____	DATE: _____
(AUTHORIZED SIGNATURE)	_____

- C. Within twenty (20) days of the Notice to Proceed, the Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to them by the Engineer with approval.
- E. The Contractor shall submit to the Engineer and Design Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project Title and Number
 - 3. Contractor's name and address
 - 4. The number of each Shop Drawing submitted.
 - 5. Notification of Deviations from Contract Documents.
 - 6. Submittal Log Number referencing the Specification Section Number.
 - a. **The numbering system shall be specification section number followed by a 1 for original submittal, 1A for first resubmittal and so forth, (for example: 15050-1, 15050-1A, 15050-1B)**
- G. The Contractor shall submit three (3) copies of descriptive or product data information and shop drawings plus the number of copies, which the Contractor requires, returned. All shop drawings shall be a maximum of 24-inch by 36-inch in size.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material, or from proceeding with any part of work, prior to the completion of the review by Engineer of the necessary Shop Drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment they proposed to supply both as pertains to their own work and any work affected under other parts, headings, or divisions of the Contract Documents.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. Review by the Engineer of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, Owner's Criteria, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 - 3. as approving departures from details furnished by the Engineer except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations or show a departure from the

Contract requirements or Owner's Criteria which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception. Such deviations must be indicated by the Contractor as a variation or departure from the requirement of the Contract Documents.

- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REVIEWED, COMMENTS AS NOTED" OR "REJECTED, REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall address and make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall immediately give written notice thereof to the Engineer.
- G. **Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.**
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the procurement and construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.
- J. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment, which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
 - 1. The Contractor shall not reproduce the Engineer's project drawings for shop drawings without written approval of the Engineer.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. **Delete information, which is not applicable to the Work, by striking or cross-hatching.**
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted

without this stamp of approval shall be returned to the Contractor for resubmission.

- D. Each Shop Drawing shall have a blank area 6-inches by 2 1/2-inches, located adjacent to the title block. The title block shall display the following:
 - 1. Project Title and Number.
 - 2. Name of project building or structure.
 - 3. Number and title of the shop drawing.
 - 4. Date of shop drawing or revision.
 - 5. Name of contractor and subcontractor submitting drawing.
 - 6. Supplier/distributor/manufacture.
 - 7. Separate detailer when pertinent.
 - 8. Contract Specification Section title and number.
 - 9. Contract Drawing Number.
- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in their letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, they shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- F. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, verification of conformance with applicable standards or codes, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- I. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework, for underpinning, and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Copies of working drawings shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from their responsibility with regard to the fulfillment of the terms of the Contract. All risks to new or existing work are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefor.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Name of Contractor and Subcontractor.
 - 3. Material or Equipment Represented.
 - 4. Place of Origin.
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project.
 - 7. Submittal number.
 - a. (Samples of finished materials shall have additional marking that will identify them under the finished schedules).
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples. They shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples, which failed testing or were not approved, will be returned to the Contractor, who shall bear the expense, if so requested at time of submission.

City of Port Orange
Oceans Lift Station Rehabilitation

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01370
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer a detailed Schedule of Values allocated to the various portions of the work, within 10 days after date of Notice to Proceed.
- B. Upon request of the Engineer, the Contractor shall support the individual values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used by the Owner only as the basis for preparing the Contractor's Applications for Payment, called a Periodic Pay Estimate.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Request for Payment.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location.
 - 2. Project number.
 - 3. Name and address of Contractor.
 - 4. Contract designation.
 - 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents for the Contract Document as the format for listing component items for structures:
 - 1. Identify each line item with the number and title of the respective major section of the specification.
 - 2. For each line item, list sub-values of major products or operations under item.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the

Schedule of Values.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01450
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality control, quality assurance

1.02 QUALITY CONTROL

- A. It is the Contractor's responsibility to perform all work to a degree and in a manner that satisfies and complies with the Project requirements. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing, as part of his Contract work in accordance with the Contract Documents and to submit details of his Program to the Engineer for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make his own determination that the work is being performed in compliance with the Project requirements.
- B. As part of the Contractor's Quality Control Program included as part of his work, the Contractor shall employ and pay for an independent, approved soils testing laboratory to perform testing services outlined in these Contract Documents.
- C. The Contractor's Quality Control Program shall include, but not be limited to, the following in addition to the type and frequency of tests as required by the technical specifications:
 - 1. Piping and structural excavation, bedding and backfill materials and density quality control testing.
 - 2. Determination of compactive effort needed for compliance with the density requirements.
 - 3. Portland cement concrete and asphalt paving quality control testing including design mix review, materials, field slump and air content, and field and lab cured strength samples and testing.
- D. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner or Engineer acceptance of a supplier of materials or equipment proposed to be incorporated into the work.
- E. Any design or testing laboratory utilized by the CONTRACTOR shall be an independent laboratory acceptable to the OWNER and the ENGINEER, approved in writing, and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.
- F. Testing laboratories, whether provided by the OWNER or the CONTRACTOR, shall promptly notify the ENGINEER and the CONTRACTOR of irregularities or deficiencies of work, which are observed during performance of services. Laboratories shall submit two (2) copies of all reports directly to the ENGINEER and two (2) copies to the CONTRACTOR.

1.03 QUALITY ASSURANCE

- A. In addition to the services provided by the laboratory paid for by the Contractor as a part of his work, the Owner, at his sole discretion, may employ an additional independent soils laboratory as part of Owner's Quality Assurance Program to verify that the work meets the requirements of the

Contract Documents. The Owner furnished Quality Assurance testing may include the type and frequency of tests as required by the technical specifications. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for Owner testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that his work meets all provisions of the Contract Documents.

- B. The CONTRACTOR shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The CONTRACTOR shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The CONTRACTOR shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

1.04 TESTING OF MATERIALS

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received. If no ASTM Standards apply, applicable standard methods of the Federal Government or of other recognized agencies shall be used.
- B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the CONTRACTOR or an authorized manufacturer's representative. All test results shall be furnished to the ENGINEER in writing. The CONTRACTOR shall provide facilities required to collect and forward samples. The CONTRACTOR shall furnish the required samples without charge.
- C. The CONTRACTOR shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.
- D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

1.05 SOURCE AND QUALITY OF MATERIALS AND EQUIPMENT

- A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the ENGINEER before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
- B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the CONTRACTOR at his expense and replaced with acceptable material unless permitted otherwise by the OWNER. No defective materials which have been subsequently corrected shall be reused until approval has been given.
- C. Upon failure of the CONTRACTOR to comply immediately with any order of the ENGINEER to remove and replace defective material, the OWNER shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the CONTRACTOR. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the OWNER to final acceptance.

1.06 ADDITIONAL TESTING

- A. In addition to soils laboratory and materials testing, the Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as appropriate.

City of Port Orange
Oceans Lift Station Rehabilitation

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01530
PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall protect all existing facilities, including all utilities and improvements not designated for removal, and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.02 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The Contractor shall protect both aboveground and underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the Drawings. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except where the Drawings indicate utilities have been field located during design or certain utility locations shall be exposed as part of the Work, the Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the Drawings to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- E. Utilities to be Removed: Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the Owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- F. Owner's Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- G. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of the damaged utility. If the owner of the

damaged facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.

- H. **Underground Utilities Not Indicated:** In the event that the Contractor damages existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a verbal report of such damage shall be made immediately to the Engineer and a written report thereof shall be made promptly thereafter. The Engineer will immediately notify the owner of the damaged utility. If the Engineer is not immediately available, the Contractor shall notify the utility owner of the damage. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.
- I. **Costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such Work will be paid for as extra Work in accordance with the Contract Documents.**
- J. **Approval of Repairs:** All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.
- K. **Maintaining in Service:** Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and force mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.03 LAWN AREAS

- A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the Owner.

1.04 NOTIFICATION BY THE CONTRACTOR

- A. The Contractor must contact "Sunshine State One Call" at (800) 432-4770 a minimum of 48 business hours prior to excavation. The Contractor shall provide the Sunshine State One Call verification number for the project to the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01545
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Contractor shall be responsible for all cutting, fitting and patching, including all pipes, conduits, steel, concrete, pavement, or other materials, and attendant excavation and backfill, required to complete the Work or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the Work to provide for installation of ill-timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of Contract Documents.
 5. Remove samples of installed work as specified for testing.
 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer at least 10 days prior to executing any cutting or alteration which affects:
1. Work of the Owner or any separate contractor.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
1. Identification of the Project.
 2. Description of affected work.
 3. The necessity for cutting, alteration or excavation.
 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.

6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission or any separate contractor whose work will be affected.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 1. Weather-exposed or moisture-resistant elements.
 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed Work in accord with requirements of the Contract Documents.
- F. Fit work airtight or watertight, as applicable, to pipes, sleeves, ducts, conduit and other penetrations through surfaces or structures.

- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

3.04 GENERAL RESTORATION

- A. The restoration of existing roadway paving, including underdrains if any are encountered and broken into, shall be restored by the Contractor and shall be replaced or rebuilt using the same type of construction as was in the original. The Contractor shall be responsible for restoring all such work, including subgrade and base courses where present. The Contractor shall obtain and pay for at Contractor's own expense such local or other governmental permits as may be necessary for the opening of roadways and shall satisfy himself as to any requirements, other than those herein set forth, which may affect the type, quality and manner of carrying on the restoration of surfaces by reason of local jurisdiction or other such governmental bodies.
- B. This Section does not describe the specifications applicable to the construction of new road surfaces or the complete resurfacing of existing pavements.

END OF SECTION

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SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Material and equipment incorporated into the Work:
1. Conform to applicable specifications and standards.
 2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.
 3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, and shall be produced by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing by the Engineer.
 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of the Owner. No material shall be delivered to the work without prior approval of the Engineer, with the consent of the Owner. See also Section 01340.
- B. The Contractor shall submit to the Engineer data relating to materials and equipment proposed to be furnished for the work in accordance with Section 01340. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the specifications.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. Either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed by the supplier at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.
- D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workers or to facilitate the choice among several

textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
- B. The intent of these Specifications is to provide the Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- C. A Request for Substitution of Product may be submitted after the Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior to the specified product, furnishes a certification to that effect, and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.
 2. Agrees to provide same warranties or bonds for product substitution as for product specified.
 3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which Contractor selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.
 4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
 5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.
- D. If the Contractor proposes to provide products as "equals" to those specified, it shall be his responsibility to furnish complete, specific, detailed information to the Engineer for approval from the manufacturer or supplier of the product Contractor proposes to provide in which the requirements of the Contract Documents are shown to be met. This shall consist of a point-by-point comparison of the Contract requirements with the product proposed to be provided. In the event the Contract Document mentions a manufacturer, a point-by-point comparison of the product specified and that proposed to be provided shall be furnished by the Contractor. The burden of responsibility in furnishing this information is with the Contractor. If incomplete or irrelevant data is submitted as evidence of compliance with this subparagraph, the request for approval to provide this specific substitute product will be denied and no further submission will be considered.
- E. Engineer's Action:
1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions with reasonable promptness and notify Contractor in writing of Owner's decision to accept or reject requested substitutions. Only the Owner may accept a substitution, based upon the Engineer's recommendation.
 2. Substitution requests made by means of shop drawings or product data submittal will not be

considered.

3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five copies to Engineer.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by manufacturer's approved methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 1. Store products subject to damage by the elements in weathertight enclosures, such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions, (e.g., especially for electrical and instrumentation equipment).
 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.
 4. Store fabricated products above the ground, on blocking or skids, and prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, but provide adequate ventilation to avoid condensation.
 5. Provide heated storage space for material which would be damaged by freezing.
 6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 7. Prior to the installation of equipment, it shall be stored at locations designated and approved by the Engineer.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic, dust, weather and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.
- I. Should Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools, (including grease guns or other special lubricating devices), required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon achievement of Substantial Completion.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 - 1. Equipment shall not be shipped until approved by Engineer and Owner. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data as described in Section 01730 shall be submitted to Engineer for review prior to shipment of equipment.
 - 2. All equipment having moving parts, such as gears, electric motors, etc., and/or instruments shall be stored in a temperature and humidity controlled building approved by Engineer, until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer.
 - 4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by the Contractor. These storage instructions shall be carefully followed and a written record of this kept by the Contractor.
 - 5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding" or seizing. Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.
 - 7. Prior to acceptance of the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 SPARE PARTS

- A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications, or are common to the component as specified by the manufacturer. Contractor shall collect and store all spare parts so required in an area to be designated by Owner. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the

delivered cost.

- B. All spare parts shall be properly packaged and shall be labeled on the part itself and on the exterior of any packaging.

1.10 GREASE, OIL AND FUEL

- A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.
- B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated in the General Conditions and Requirements of the Contract and in specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION

- A. Subject to the definition of "Substantial Completion" in the General Conditions, the work may not be considered substantially complete unless the punch list items that remain, as identified by the Engineer and Owner, can be completed within thirty (30) days. All painting, finishes, fencing, cleanup, final grading, grassing and planting shall have been completed and ready for inspection before Substantial Completion is approved. After (or concurrent with) the Demonstration Tests, with any minor deficiencies noted, the Contractor wishing to consider the Work substantially complete, shall submit to the Engineer:
 - 1. A written notice that the Work is substantially complete.
 - 2. A list of items to be completed or corrected and explanations thereof.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection, if necessary, to determine the status of completion.
- C. Should Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to Engineer.
 - 3. Engineer will reinspect the Work.
- D. When Engineer finds that the Work is substantially complete, he will:
 - 1. Prepare a tentative Certificate of Substantial Completion on form provided herein (see Section 00830), with a tentative list of items to be completed or corrected before final inspection.
 - 2. After consideration of any objections made by the Owner as provided in the General Conditions of the Contract, the Engineer will execute the Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION AFTER COMPLETION

- A. When Contractor considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:
 - 1. Contract Document requirements have been met.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of Owner's representative and are operational.

5. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
 6. All operation and maintenance manuals have been submitted and are acceptable.
 7. Project as-built documents are complete and submitted to the Engineer.
 8. Transfer of all spares and expendables has been made to the Owner with a full accounting of the quantities and amounts due.
- B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Engineer consider that the Work is incomplete or defective:
1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the Work is complete.
 3. Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by Contractor:
1. Owner will compensate the Engineer for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Documents: To requirements of Section 01720.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel: To requirements of Section 01730.
- D. Spare Parts and Maintenance Materials: To requirements of the General Conditions and the Technical Sections of the Specifications.
- E. Evidence of Payment and Release of Liens: To requirements of the General and Special Conditions.
- F. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:

- a. Previous change orders or written amendment.
 - b. Allowances
 - c. Unit prices
 - d. Deductions for uncorrected work
 - e. Penalties and bonuses
 - f. Deductions for liquidated damages
 - g. Deductions for re-inspection payments
 - h. Other adjustments
- 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
 - 6. Evidence of transfer of inventory for all spares, and expendables used to return and supply the full specified amounts and quantities due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.
 - D. Submit Maintenance Bond to Owner.

1.07 FINAL PERIODIC PAY ESTIMATE

- A. Contractor shall submit the executed final Periodic Pay Estimate in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01710
CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Maintain job site, surrounding areas, and all public or private properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy and operation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
 - 1. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING - GENERAL

- A. Cleaning and Disposal:
 - 1. Conduct cleaning and disposal operations in accord with legal requirements.
 - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in either storm or sanitary drains.
- B. Burning:
 - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site unless prior approval is obtained from the appropriate governmental authorities and the Owner or the Engineer. All approved burning shall be completed with the use of an air curtain.
- C. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

3.02 CLEAN-UP DURING CONSTRUCTION

- A. Perform routine cleaning to ensure job site, premises, private properties and adjacent properties and rights-of-way are maintained free from accumulations of waste materials and rubbish.
- B. During Construction:
 - 1. During construction, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner or Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof, and fines that may be levied as a result of citations given by State or local regulatory agencies.
3. Wet down dry materials and rubbish to lay and control dust.
4. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.
5. Provide dump containers on job site and pay for regular collection of waste materials, debris and rubbish.
6. Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas.
7. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
 1. At the conclusion of the Work, all erection tools, temporary structures and excess materials belonging to the Contractor shall be promptly removed, and Contractor shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances to a facility permitted to manage these materials.
 2. The Contractor shall thoroughly clean all equipment and materials installed and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.
 3. Remove grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.
 4. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel or other painted surfaces.
 5. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
 6. Broom clean paved surfaces; rake clean other surfaces of grounds.
 7. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

3.04 GENERAL REQUIREMENTS

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Engineer, the Owner shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION

SECTION 01720
PROJECT DOCUMENTS

PART 1 - GENERAL

1.01 MAINTENANCE OF PROJECT DOCUMENTS

- A. Maintain one copy of each of the following project documents:
 - 1. Construction documents.
 - a. Construction drawings.
 - b. Project manual including addenda and bulletins.
 - c. Approved shop drawings and samples.
 - d. Contract modification records. (Change orders, field orders, directives, and other written amendments to the Contract).
 - 2. As-Built documents.
 - a. Progress as-built drawings.
 - b. Progress as-built specifications.
 - c. Final as-built drawings.
 - d. Final as-built specifications.
 - e. Field test records.
- B. Adhere to following guidelines for maintenance of project documents:
 - 1. Store project documents apart from documents used for construction purposes.
 - 2. Provide appropriate methods for secure storage of project documents.
 - 3. Maintain project documents in clean, dry, and legible condition.
 - 4. Make the project documents available for inspection by the Engineer and other authorized users at all times.
 - 5. Do not use project documents for construction purposes.
- C. General Requirements
 - 1. Progress As-Built Drawings:
 - a. The Engineer will provide to the Contractor two sets of contract drawings. One set shall be used solely for keeping progress as-built drawings and the other set shall be used solely for producing final as-built drawings.
 - b. The Contractor is required to make available progress as-built drawings to the Engineer at each progress meeting for review. The purpose of this review is to ensure that as-built documents are being kept up-to-date by the Contractor.
 - c. During construction, the Contractor shall keep a marked up-to-date set of progress as-built drawings as an accurate record of all deviations between the Work as shown and as

installed. These drawings shall be made available to the Owner and Engineer for inspection at any time.

- d. If the project as-built drawings are not kept up-to-date to the satisfaction of the Owner or Engineer, or their submittal is not made at the date and time requested, funds may be retained from the Contractor's Periodic Pay Request until deficiencies are cured.

2. Final As-Built Drawings:

- a. Upon completion of Work, the Contractor shall accurately and neatly transfer notations from the progress as-built drawings to the final as-built drawings. The Contractor shall submit to the Engineer a complete set of final as-built drawings with "AS-BUILT" clearly printed on each sheet.

3. Progress As-Built Specifications:

- a. The Engineer will provide to the Contractor two sets of contract specifications. One set shall be used solely for keeping progress as-built specifications and the other set shall be used solely for producing final as-built specifications. During construction, Contractor shall keep an up-to-date set of progress as-built specifications annotated to clearly indicate substitutions and specific items of equipment that are incorporated into the Work. Progress as-built specifications shall be made available for inspection at any time by the Owner or Engineer.

4. Final As-Built Specifications:

- a. Upon completion of Work, the Contractor shall accurately and neatly transfer notations from the progress as-built specifications to the final as-built specifications. The Contractor shall submit to the Engineer a complete set of final as-built specifications with "AS-BUILT" clearly printed on the cover.

1.02 MARKING DEVICES

- A. Provide fine ball-point colored pens for marking, or use electronic marking methods, as appropriate.

1.03 RECORDING

- A. Keep all project documents current.
- B. Do not permanently cover any work until the required information has been obtained and recorded.
- C. On the final as-built drawings, legibly record actual construction work accomplished, including but not limited to the following items:
 - 1. **Horizontal locations and vertical elevations of all constructed underground or obscured utilities and appurtenances (such as structures, pipes, fittings, valves, casings, laterals, sleeves, pull boxes, junction boxes, conduits, and changes of horizontal or vertical direction) referenced to at least two readily visible permanent surface features such as edges of pavement, curbs, buildings, utility poles, manhole covers, valve boxes, etc. On curved lines installed by deflection, horizontal and vertical elevations shall be provided every 75 feet as a minimum.**
 - 2. All construction details not shown in the original contract drawings
- D. Within or near the title block of each final as-built drawing, update the drawings with the latest revision identified as "AS-BUILT" and date.

- E. On the final as-built specifications, legibly mark-up and supplement each Section to record actual information, including but not limited to the following items:
 - 1. Manufacturer, trade name, catalog number, performance data, and supplier of each product and item of equipment actually installed.
 - 2. Other items not originally specified in the Contract Documents.
- F. Legibly annotate shop drawings and samples to record any changes made after approval.

1.04 AUDIT

- A. Progress Project Documents will be reviewed periodically by the Engineer who will use the current completeness of the project documents in evaluating the monthly progress payment request.

1.05 SUBMITTAL

- A. At completion of project, deliver the final as-built drawings, final as-built specifications, and test records to the Engineer.
- B. Engineer Review and Acceptance
 - 1. The final as-built drawings shall be reviewed by the Engineer for acceptability and conformance to these Contract Documents.
 - 2. Should the Engineer discover errors, inconsistencies or omissions in the final as-built drawings, the Contractor shall make all such corrections to the satisfaction of the Engineer.
 - 3. The Engineer shall then use the approved set of final Contractor as-built drawings to compile the official project record documents for submission to the Owner and other parties, as may be required for the project.
- C. The Contractor shall accompany as-built submittals with a transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and identification of each project document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor, or its authorized representative.
- D. **THE FINAL AS-BUILT DRAWINGS SUBMITTED BY THE CONTRACTOR TO THE ENGINEER SHALL BE PREPARED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND CERTIFIED TO THE EXTENT POSSIBLE WITHIN THE LIMITATIONS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.**

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01730
OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. Compile product data and related information appropriate for Owner's maintenance and operation only of products furnished by the Contractor under this Contract.
 - 2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Contract Documents.
 - 3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.02 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled as a technical writer to the extent required to communicate essential data.
 - 4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Format:
 - 1. Size: 8 1/2-inches x 11 inches.
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 11 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.

- b. Identity of separate structure, as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
 - 1. Commercial quality three O-ring or D-ring binders with durable and cleanable plastic or vinyl covers provided with slip-pockets for typed or printed title pages.
 - 2. Maximum post width: 2 inches.
 - 3. When multiple binders are used, correlate the data into related consistent groupings.
- D. In addition to the printed format described above, all Operation and Maintenance Data manuals are to also be provided to the Engineer and Owner in electronic, PDF, format on a CD or flash drive.

1.04 CONTENT OF MANUAL

- A. Provide neatly typewritten table of contents for each volume, arranged in systematic order.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.
 - 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer, manufacturer and supplier name, address and telephone number.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement name, address and telephone number.
 - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
 - 3. Operation and maintenance information as herein specified.
 - 4. As-built shop drawings as submitted and approved with all corrections made for each product.
- C. Drawings:
 - 1. Supplement product data with drawings as necessary to clearly illustrate:

- a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
- 2. Coordinate drawings with information in Project Documents to assure correct illustration of completed installation.
- 3. Do not use Project As-built Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit three copies of complete manual in final form.
- B. Content: for applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for reordering special manufactured products.
 - 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - d. Summary of information listed on equipment and motor data plates.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication required.
 - 5. Manufacturer's printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control manufacturer.
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. As-installed control diagrams by controls manufacturer.
 - 9. Each Contractor's coordination drawings.
 - 10. Charts of valve tag numbers, with location and function of each valve.
 - 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 - 12. Other data as required under pertinent sections of specifications.

13. Approved as-built shop drawings with all corrections made, and a copy of the warranty statement, check-out memo, and demonstration test procedures and certification.
- C. Content, for each electric and electronic system, as appropriate:
 1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service
 - b. Controls
 3. As installed, color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 90 days after Notice to Proceed. Sets of example O&M manuals are available for examination upon request.
- B. Submit two copies of completed data in preliminary form no later than 20 days following Engineer's review of the last shop drawing of a product and/or other submittal specified under

Section 01340, but no later than delivery of equipment. One copy will be returned with comments to be incorporated into the final copies and the other copy will be retained on-site for use in any early training.

- C. Submit three (3) copies of approved manual in final form directly to the offices of the Engineer, within 10 days after the reviewed copy or last item of the reviewed copy is returned.
- D. Provide three (3) copies of addenda to the operation and maintenance manuals as applicable and certificates as specified within 30 days after final inspection.
- E. Provide one (1) copy, each, of final electronic version to Engineer and Owner.

1.08 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to demonstration test, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. Compile specified warranties and bonds, as required by the Contract Documents.
 - 2. Co-execute submittals when so specified.
 - 3. Review submittals to verify compliance with Contract Documents.
 - 4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed or printed, in an orderly sequence. Provide complete information for each item:
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Information for Owner's personnel: Instances which might affect the validity or warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8 1/2-inches x 11 inches, punch sheets for standard three-post binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-ring binder, with durable and cleanable plastic or vinyl covers and maximum ring size of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all material, submit a warranty from the product manufacturer. The manufacturer's warranty period shall be concurrent with Contractor's for two (2) years, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. The Contractor shall be responsible for obtaining certificates for material warranty for all major items which list for more than \$1,000. The Engineer reserves the right to request warranties for material not classified as major. The Contractor shall still warrant material not considered to be "major" in the Contractor's two-year warranty period even though certificates of warranty may not be required.
- C. In the event that the material manufacturer or supplier is unwilling to provide a two-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a three (3) year warranty commencing at the time of equipment delivery to the job site. This three-year warranty from the manufacturer shall not relieve Contractor of the two-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment shipping cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, and materials resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by Manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01850

COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.01 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.

1.02 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.

1.03 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

2.01 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

2.02 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

3.01 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.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

3.06 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

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SECTION 01900
SEQUENCE OF CONSTRUCTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Owner is required to maintain proper operation of the East Ocean Avenue Lift Station at all times during the execution of the Contract. The Contractor shall follow a sequence of construction consistent with that requirement. Down time during connection to the existing force main is anticipated, but must be kept to a minimum so operations and service to the customers is not interrupted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 OVERALL SEQUENCE OF CONSTRUCTION

- A. Erosion control measures must be established prior to commencement of construction. The pre-construction video must also be completed before starting construction.
- B. The Owner is required to maintain proper operation of the East Ocean Avenue Lift Station at all times during the execution of the Contract. Therefore, the Contractor shall follow a sequence of construction consistent with that requirement, as suggested below.
- C. Suggested Sequence of Construction:
 - 1. Locate and mark all buried underground utilities, piping, conduits, etc. in the work area. Contractor to physically locate the existing force main and water service to confirm surveyed location is accurate.
 - 2. Wet tap existing 6-inch force main and install bypass pump and equipment. Contractor to coordinate with the City prior to implementing bypass.
 - 3. Complete rehabilitation of East Ocean Avenue Lift Station wet well, including construction of proposed concrete pad and all associated piping.
 - 4. Pressure test and activate the new force main. Complete required construction testing on new 8-inch force main and receive clearance from FDEP as required.
 - 5. Contractor to restore all disturbed locations to existing conditions or better as shown on the construction documents including but not limited to driveways, sidewalks, sod, etc.
 - 6. Notify engineer of substantial completion.
 - 7. Complete site clean-up
 - 8. Complete punch list.

END OF SECTION

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SECTION 02015
EQUIPMENT, PIPING, AND MATERIALS DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment and incidentals required to abandon, remove, salvage and/or dispose of existing force main pipelines and associated equipment as shown on the Drawings and as specified herein.
- B. Definitions:
 - 1. Pipeline Abandonment - isolate from active pipelines, remove from service, dispose of pipeline contents, plug pipeline, fill pipeline with specified cementaceous material, leave pipe in place. Remove above ground structures. Cut and cap to 3' below ground surface.
 - 2. Pipeline Removal - isolate from active pipelines, remove from service, dispose of pipeline contents, remove pipe, valves, fittings, dispose or stockpile removed materials as required.

1.02 QUALITY ASSURANCE

- A. Permits and Licenses: Contractor shall obtain and pay respective fees for all necessary permits and licenses for performing the Work and shall furnish a copy of same to the Engineer prior to commencing the Work. The Contractor shall comply with the requirements of the permits.
- B. Notices: Contractor shall issue written notices of planned work to companies or local authorities owning utility conduit, wires or pipes running to or through the project site. Copies of said notices shall be submitted to the Engineer.
- C. Standards:
 - 1. Florida Administrative Code 62-204.800.
 - 2. National Emission Standards Hazardous Air Pollution (NESHAP), 40 CFR Part 61, Subpart M, latest revision.
 - 3. Occupational Safety and Health Act, 29 CFR
 - 4. The Environmental Protection Agency (EPA) Asbestos Abatement Worker Protection Rule.
 - 5. Florida Statute 455.300.
 - 6. American Water Works Association (AWWA) Manual No. M16 and C603
- D. Quality Control
 - 1. It shall be the responsibility of the Contractor to provide supervision and inspections to ensure that the existing piping is removed and disposed, salvaged or abandoned as designated in the Drawings and as specified herein.

1.03 SUBMITTALS

- A. References:
 - 1. References from at least three completed projects as evidence of experience of proper procedures in removal, handling and disposal of asbestos-cement pipe materials within the past five (5) years if it is part of the scope to remove asbestos cement pipe.
- B. Shop Drawings:

1. Shop drawings shall be submitted to the Engineers acceptance prior to construction in accordance with Division 1 for the following:
 - a. Grout;
 - b. Caps;
 - c. Plugs;
 - d. Valve Boxes.

PART 2 - MATERIALS

- A. Grout – See Section 03600 Grouting

PART 3 - EXECUTION

3.01 REMOVAL, ABANDONMENT AND DISPOSAL

- A. General: Existing piping designated on the Drawings to be removed shall be exposed and removed by the Contractor in accordance with the requirements specified herein.
- B. Typical types of pipe to be removed;
 1. Ductile iron (DI) pipe;
 2. Cast iron (CI) pipe;
 3. Asbestos Cement (AC) pipe;
 4. Polyvinylchloride (PVC) pipe;
 5. Galvanized steel (GAL) pipe; and
 6. Wood (WP) pipe
- C. Removal and Disposal:
 1. Pipe designated to be removed and disposed by the Contractor shall be completely drained and the contents properly disposed. The pipe shall then be completely removed from the site, including fittings, valves other in- line devices.
 2. Asbestos Cement Removal
 - a. The Contractor will be responsible for permitting, removal and disposal of asbestos-cement (AC) pipe segments required to perform the Work as shown on the Drawings. The following paragraphs briefly summarize permitting, field procedures and disposal activities related to the AC pipe. In these discussions, certain local, state and federal laws have been referenced. The Contractor must comply with all applicable local, state and federal laws/regulations whether or not such procedures, laws, and/or regulations are referenced in these specifications.
 - b. The Contractor shall apply for and obtain all permits related to removal of the AC pipe segments. In accordance with Florida Department of Environmental Protection (FDEP) Rule 62-257.30 1 of the Florida Administrative Code (FAC), the Contractor must submit a "Notice of Asbestos Removal Project" form with a copy to the Engineer. The Contractor will submit the form to FDEP in a timely manner in accordance with the schedule contained in Rule 62-257. The agencies that may require permits for this project are not necessarily limited to the FDEP.

- c. Field Procedures. The Contractor is responsible for all procedures, including safety and health procedures, which will be used when handling AC pipe segments. The Contractor's handling of AC pipe segments shall be in conformance with 29 CFR 1926.58 (OSHA Safety and Health Standards).
 - d. Cutting of AC pipe shall be done in conformance with the recommended practices contained in the American Water Works Association's (AWWA) Manual No. M-16. Cutting methods should be used which minimize the production of airborne dust.
 - e. Preparation of Transport of Materials. The Contractor will remove the pipe sections from the ground in whole pieces without fracturing, breaking or otherwise damaging pipe. The AC pipe segments shall be carefully loaded onto the transport vehicle without damaging the pipe. The transport vehicle shall totally enclose the AC pipe segments so that wind and rain cannot disperse dust from the pipe material. Transport of the AC pipe segments shall also meet the requirements of the waste disposal agency.
 - f. Waste Disposal. As stated in Rule 62-701.520(3), the FDEP indicates that asbestos containing waste materials can be accepted at a permitted Class I, II or III landfill. The regulations also indicate that the waste generator (the Contractor) shall make arrangements with the landfill operator before disposal of the asbestos containing waste materials and inform the operator of the quantity of the waste and the scheduled date the shipment will arrive at the landfill. The Contractor shall provide the Engineer and the Owner a manifest immediately following disposal.
- D. Removal of material to be salvaged:
- 1. Pipe and valves to be removed and salvaged as directed by the Owner shall be completely drained and the contents properly disposed. The pipe shall then be thoroughly pressure washed, palletized on wooden skids to a dimension not exceeding the recommendation of the manufacturer, and conveyed to the Owner at the location designated by the Owner.
- E. Abandonment:
- 1. Types of pipe to be abandoned in place:
 - a. Ductile iron (DI) pipe;
 - b. Cast iron (CI) pipe;
 - c. Asbestos Cement (AC) pipe;
 - d. Polyvinylchloride (PVC) pipe;
 - e. Galvanized steel (GAL) pipe; and
 - f. Wood (WP) pipe
 - 2. All pipe designated to be abandoned on this project shall be left in place and filled with grout in accordance with Section 03600, "Grouting" as shown on the Drawings.
 - 3. Plugs: Pipe to be grouted shall be capped or plugged with a fitting. All caps and plugs shall be submitted to the Engineer for approval.
 - 4. Existing pipe shall be properly restrained per the restrained joint table requirements with thrust collars or manufactured restraints based on conditions that result from cutting pipes and/or closing valves to grout pipe to be abandoned.

END OF SECTION

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SECTION 02100
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes removal and disposal of all timber, brush, stumps, roots, grass, weeds, sawdust, rubbish, structures, and existing pavement.

1.02 DEFINITIONS

- A. This section includes removal and disposal of all timber, brush, stumps, roots, grass, weeds, sawdust, rubbish, structures, and existing pavement.
 - 1. Clearing: Removal and disposal of above-ground items defined herein.
 - 2. Grubbing: Removal and disposal of below-ground items defined herein.

PART 2 - PRODUCTS

2.01 DISPOSAL OF MATERIALS

- A. Promptly haul away and properly dispose of all non-combustible materials.
- B. Burning of brush and debris shall not be permitted.
- C. The Contractor shall, at his expense, dispose of all material and debris from the clearing and grubbing operation in accordance with all applicable ordinances.

PART 3 - EXECUTION

3.01 CLEARING

- A. In all area within five (5) feet of the pipeline or fiber optic cable of the project, remove and dispose of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth. Remove all evidence of their presence from the surface including sticks and branches greater than one (1) inch in diameter or thickness. Remove and dispose of trash piles, rubbish and stockpiled organic material. Protect trees, shrubs, and vegetative growth which are not designated for removal.

3.02 GRUBBING

- A. In all areas where excavation will be done, in all areas under structures, roadways or pavements, in all areas which fill will be placed, remove all stumps, roots, brush and other debris greater than 1 inch in diameter to a depth of not less than two (2) feet below the subgrade.

END OF SECTION

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SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Obtain the services of a qualified dewatering specialist to provide dewatering plan as may be necessary to complete the Work. Contractor shall be solely responsible for the design, installation, operation, maintenance, and any failure of any component of the system.
- B. Design and provide dewatering system using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom and/or sides. Design system to prevent differential hydrostatic head which would result in floating out soil particles in a manner termed as a "quick" or "boiling" condition. System shall not be dependent solely upon sumps and/or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.
- C. Provide dewatering system of sufficient size and capacity to prevent ground and surface water flow into the excavation and to allow all Work to be installed in a dry condition.
- D. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.
- E. If dewatering equipment needed exceeds any of the following: 1) 6" pump volute; 2) 100,000 GPD total 24 hour (1 day) dewatering, and; 3) 1,000,000 GPD pump capacity, the Contractor shall be required to permit the dewatering system with the water management district.
- F. Contractor shall be responsible for and shall repair without cost to the Owner any damage to work in place, or other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation, including, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Control, by acceptable means, all water regardless of source and be fully responsible for disposal of the water.
- B. Confine discharge piping and/or ditches to available easement or to additional easement obtained by Contractor.
- C. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures. Where necessary to these purposes, lower water level in advance of excavation, utilizing wells, wellpoints, jet educators, or similar positive methods. Maintain the groundwater level to a minimum of 2 feet below excavations. Provide piezometers if directed by the Engineer to document the groundwater level is being maintained.
- D. Commence dewatering prior to any appearance of water in excavation and continue until Work is

complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.

- E. Open pumping with sumps and ditches shall be allowed, provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.
- F. Install wells and/or wellpoints, if required, with suitable screens and filters, so that continuous pumping of fines does not occur. During normal pumping, and upon development of well(s), levels of fine sand or silt in the discharge water shall not exceed 5 ppm. Install sand tester on discharge of each pump during testing to verify that levels are not exceeded.
- G. Control grading around excavations to prevent surface water from flowing into excavation areas.
- H. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material at no additional cost to the Owner.
- I. Walls shall not be exposed to water pressure before structural work at the next higher level has properly cured and the cantilever action of walls is eliminated.

3.02 MAINTAINING EXCAVATION IN DEWATERING CONDITION

- A. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason will not be permitted.
- B. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction and/or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.
- C. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.
- D. System maintenance shall include but not be limited to 24-hour supervision by personnel skilled in the operation, maintenance, and replacement of system components, and any other work required to maintain excavation in dewatered condition.

3.03 SYSTEM REMOVAL

- A. Remove all dewatering equipment from the site, including wells and related temporary electrical service.

END OF SECTION

SECTION 02514
CONCRETE SIDEWALKS AND DRIVEWAYS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, testing and construction of concrete sidewalks and driveways.

1.02 STANDARDS

- A. Determine the density of soil in place by the sand cone method, ASTM D1556; by nuclear methods, ASTM D6938; or by the rubber balloon method, ASTM D2167.
- B. Determine laboratory moisture-density relations of soils by ASTM D1557 (modified Proctor).
- C. Sample backfill materials by ASTM D75.
- D. "Relative density" is the ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density as determined by ASTM D1557 (modified Proctor).
- E. Testing: An independent testing laboratory will make density tests for determination of specific compaction and concrete cylinder tests.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Conform to Section 03103.

2.02 REINFORCEMENT

- A. Use deformed bars conforming to ASTM A615, Grade 60, free from loose rust and scale. No welding is permitted. Use welded wire mesh in accordance with the applicable specifications of the Welded Wire Institute.

2.03 FORMING

- A. Use forms of either wood or metal with a depth equal to the plan dimensions for the depth of concrete being deposited against them. Forms shall be straight, free from warp or bends, and of sufficient strength when staked to resist the pressure of the concrete without deviation from line and grade. Clean the forms each time they are used, and oil or saturate with water prior to placing the concrete.

2.04 PREFORMED EXPANSION JOINT FILLER

- A. Conform to Section 03103.

2.05 CURING COMPOUND

- A. Conform to Section 03103.

2.06 ADMIXTURES

- A. Conform to Section 03103.

PART 3 - EXECUTION

3.01 FOUNDATION

- A. Excavate or backfill to the required depth. Compact the foundation material upon which the sidewalk or driveway is to be set to at least 98 percent relative density to a depth of 12 inches, with an even surface, true to line, grade and cross section, and soaking wet at the time that the

concrete is placed.

3.02 FORMS

- A. Set the forms straight, free from warp or bends, and true to line and grade. Set forms with a 1/8-inch-per-foot cross slope or as shown on plans.

3.03 REINFORCING

- A. Set mesh or bars in form and support so concrete will flow under it.

3.04 PLACING

- A. Place concrete in the forms to the required depth. Tamp and spade until mortar entirely covers its surface.

3.05 EXPANSION JOINTS

- A. Provide 1/2-inch thick preformed joint filler for expansion joints.
- B. Place where sidewalks or driveways abut structures, walls, curbs, other fixed objects or one another.
- C. Locate expansion joints at maximum 30'-0" on center.
- D. Place where sidewalks or driveways intersect themselves.
- E. Extend expansion joint the full width and depth of the joint, protecting top edge which shall not be more than 1/8 inch below the finished surface.

3.06 CONTROL (CONTRACTION JOINTS)

- A. Provide control joints at right angles to the run of the sidewalk or driveway and at a spacing equal to the width, unless otherwise noted on the drawings.
- B. Use open type or saw cut control joints.
- C. Form open-type contraction joints by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, remove the bulkhead. After the sidewalk has been finished over the joint, edge the slot with a tool having a 1/2-inch radius.
- D. If the Contractor elects to saw the contraction joints, cut a slot approximately 3/16-inch wide and not less than 1-1/2 inches deep with a concrete saw. Saw joints before the formation of uncontrolled cracking (i.e., cracking that occurs at locations other than construction, control or contraction joints) and as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing. Saw joints both during the day and night as required.

3.07 FINISHING

- A. Strike off the concrete by means of a wood or metal screed used perpendicular to the forms in order to obtain the required grade, and remove surplus water and laitance.
- B. Broom-finish the concrete surface. The surface variations shall not be more than 1/4-inch under a 10-foot straight edge, nor more than 1/8-inch on a 5-foot transverse section. Carefully finish the edge of the sidewalk with an edging tool having a radius of 1/2 inch.

3.08 CURING

- A. Continuously cure the concrete for a period of at least 72 hours. Commence curing after finishing has been completed and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Replace immediately any curing material removed or damaged during the 72-hour period. Curing will be done by the membrane curing

compound method.

- B. Apply clear membrane curing compound or white pigmented curing compound by a hand sprayer in a single coat continuous film at a uniform coverage of at least one gallon to each 200 square feet. Thoroughly agitate the curing compound in a drum prior to application and during applications necessary to prevent settlement of pigment. Re-coat immediately any cracks, checks or other defects appearing in the coating.

3.09 BACKFILLING AND COMPACTING

- A. After the concrete has set sufficiently, refill the spaces adjacent to the concrete to the required elevation with suitable material. Place and thoroughly compact to 90 percent of relative density.

3.10 TESTING

- A. Sample and cure the concrete in accordance with ASTM C31, except take not less than three 6-inch by 12-inch cylinders for each 75 cubic yards poured or each day's pour if less than 75 cubic yards. A slump test may be taken in conformity with ASTM C143, and the cylinders shall be tested in accordance with ASTM C39.
- B. Finished sidewalk shall be within 0.02 feet of existing elevations, and will have no cracks other than at contraction joints.
- C. Remove and replace all sidewalks that do not meet above requirements.

END OF SECTION

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SECTION 02535
SANITARY SEWER FORCE MAIN SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Piping and fittings
- B. Valves
- C. Testing

1.02 REFERENCES

- A. American Water Works Association (AWWA) and American National Standards Institute (ANSI) latest edition:
 - 1. ANSI/AWWA C105/A21.5 - Polyethylene Encasement for Ductile Iron Pipe Systems
 - 2. ANSI/AWWA C110/A21.10 – Ductile Iron and Gray Iron Fittings, 3 Inch Through 48 Inch, for Water
 - 3. ANSI/AWWA C111/A21.11 - Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings
 - 4. ANSI/AWWA C115/A21.15 – Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Fittings
 - 5. ANSI/AWWA C150/A21.50 – Thickness Design of Ductile Iron Pipe
 - 6. ANSI/AWWA C151/A21.51 - Ductile Iron Pipe, Centrifugally Cast, for Water
 - 7. ANSI/AWWA C153/A21.53 - Compact Ductile Iron Fittings for Water Service
 - 8. AWWA C517 – Resilient Seated Cast Iron Eccentric Plug Valves
 - 9. AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances
 - 10. AWWA C900 - PVC Pressure Pipe, and Fabricated Fittings, 4 Inch Through 12 Inch, for Water Distribution
 - 11. AWWA C905 - PVC Pressure Pipe and Fabricated Fittings, 14 Inch Through 48 Inch
 - 12. AWWA C906 – Polyethylene Pressure Pipe and Fittings, 4 Inch Through 63 Inch for Water Distribution and Transmission
- B. American Society for Testing and Materials (ASTM) latest edition:
 - 1. ASTM A307 – Carbon Steel Bolts and Studs
 - 2. ASTM A536 – Ductile Iron Castings
 - 3. ASTM D1248 – Polyethylene Plastics Extrusion Materials for Wire and Cable
 - 4. ASTM D1784 – Rigid PVC Compounds and CPVC Compounds
 - 5. ASTM F1674 – Test Method for Joint Restraint Products for Use with PVC Pipe

6. ASTM F2164 – Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure

1.03 SUBMITTALS

- A. Product data for gaskets, pipe, joints, joint restraint, fittings, valves, coatings.
- B. Product data for all locate wire, tape, markers, warning tape
- C. Piping specialties and installation details.
- D. Product data and painting schedule for field applied paint and coatings.
- E. Final coat paint colors.

1.04 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Exercise care in transporting and handling pipe and fittings in order to avoid damage to materials or coatings. Lifting shall be by hoist or on skids when hand lifting is not feasible. Dropping shall not be permitted. Store pipe as recommended by the manufacturer. Damaged pipe and fittings shall be replaced.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE

- A. Buried pipe shall conform with ANSI/AWWA C150/A21.50 and C151/ A21.51 and shall have a minimum working pressure of 150 psi. Buried pipe shall comply with the following pressure class (PC) designations unless otherwise indicated on the Drawings:
 1. 12-inch diameter and smaller = PC 350
 2. 14-inch through 24-inch diameter = PC 250
 3. 30-inch through 64-inch diameter = PC 200
- B. Exposed pipe 4" and larger shall be flanged and shall conform with AWWA/ANSI C115/A21.15, and shall have a minimum working pressure of 150 psi. Flanged pipe shall comply with the following thickness class (TC) designations unless otherwise indicated on the Drawings:
 1. 4-inch diameter = TC 54
 2. 6-inch through 24-inch diameter = TC 53
- C. All flanges shall be class 125 and shall be fully machine faced after being screwed tightly on the pipe. Bolts and nut shall conform to ASTM A307, Grade B.

2.02 FITTINGS FOR DUCTILE IRON AND PVC PIPE

- A. Fittings shall be manufactured of ductile iron, conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53.
- B. Fittings shall be Harco, Multi-Fittings, Plastic Trends, Head, Tyler Union, or approved equal.
- C. All full body (C110/A21.10) fittings shall be pressure rated to 250 psi, minimum. All compact fittings (C153/A21.53) shall be pressure rated to 350 psi, minimum.

- D. Fitting joints shall be compatible with the type of pipe in use or specified, e.g., flange fittings for flange pipe and mechanical joint for mechanical joint pipe and push-on joint pipe.

2.03 LININGS AND COATINGS FOR DUCTILE IRON PIPE AND FITTINGS

- A. Interior lining for pipes and fittings shall be:
 - 1. Minimum 40 mils dry film thickness (60 mils nominal) of ceramic epoxy lining, as manufactured under the name of "Protecto 401", or equal.
- B. Exterior coating for buried pipe and fittings shall be a petroleum asphaltic coating in accordance with ANSI/AWWA C110/A21.10.
- C. All exposed pipe and fittings shall be painted with a three-coat system. The first coat shall be primer, 2.5-3.5 mil Dry Film Thickness (DFT) Tnemec Series 135 ChemBuild or approved equal; the intermediate coat shall be 4.0-10.0 mil DFT Tnemec Color Hi-Build Epoxoline II Series N69 or approved equal, and the final coat shall be 2.0-3.0 mil DFT Tnemec EnduraShield Series 73 or approved equal. The final coat paint color shall be as selected by the local utility.

2.04 JOINTS FOR DUCTILE IRON PIPE AND FITTINGS

- A. Mechanical and push-on joints shall be rubber gasketed, conforming to ANSI/AWWA C111/A21.11. Mechanical joint bolts and nuts shall conform to ASTM A307, Grade B. Ductile iron glands shall be provided with ductile iron pipe.
- B. Lubricants other than that furnished by the pipe manufacturer with the pipe shall not be used.

2.05 RESTRAINED JOINTS FOR DUCTILE IRON PIPE AND FITTINGS

- A. Restrained joints for ductile iron pipe bell joints shall be Smith-Blair Cam-Lock Series 111, American Fast Grip Gasket, McWane Sure Grip 350 Gasket, U.S. Pipe Field Lok 350 Gasket, or EBAA Iron Mega Lug Series 1100HD.
- B. Restrained joints for ductile iron pipe and fitting mechanical joints shall be EBAA Iron Mega Lug Series 1100, Star Grip Series 3000, or Tyler Union Tuf-Grip Series TLD.
- C. Locking bell joint restraint shall be American Flex Ring Joint, American Lok-Ring Joint, or U.S. Pipe TR-Flex.
- D. All pipe joints shall be restrained. Existing piping impacted by construction will be restrained as specifically identified on the plans.

2.06 PVC PRESSURE PIPE

- A. Pipe 4 inch through 12-inch diameter shall conform to AWWA C900.
- B. Pipe 14 inch through 30-inch diameter shall conform to AWWA C905.
- C. Pipe shall conform to ASTM D1784, Type I, Grade I, 4000 psi design stress.
- D. 4 inch through 12-inch diameter pipe shall be class 235 (DR 18). Pipe shall contain markings on each section showing conformance to the above specifications.
- E. PVC pipes shall be color coded green and stenciled (0.75-inch lettering on the pipe in at least three areas per pipe section) "Sewer Force Main".

2.07 PVC PRESSURE PIPE JOINTS

- A. Joints shall be rubber gasketed conforming to AWWA C900 or C905
- B. The bell shall be integral with the pipe and of equal or greater pressure rating. The bell of pipe and fittings using push-on joints shall have an integral groove to retain the gasket in place
- C. Provide adapters as required to join PVC pipe to pipe, fittings and equipment of other materials.

2.08 RESTRAINED JOINTS FOR PVC PRESSURE PIPE

- A. Restrained joints for PVC pipe mechanical joints shall be Smith-Blair Cam-Lock Series 120, Star Pipe Stargrip Series 1000 or 4000, or EBAA Iron Mega Lug Series 2000PV or Series 2500 (C900 PVC), or approved equal.
- B. Restrained joints for HDPE pipe push on joints shall be EBAA Iron Mega Lug Series 15PF00 or approved equal.
- C. All pipe joints shall be restrained.

2.09 HDPE PRESSURE PIPE

- A. Pipe 4 inch through 12-inch diameter shall conform to AWWA C906.
- B. Pipe shall conform to ASTM F714.
- C. 4 inch through 12-inch diameter pipe shall be class 235 (DR 18). Pipe shall contain markings on each section showing conformance to the above specifications.
- D. HDPE pipes shall be color coded green and stenciled (0.75-inch lettering on the pipe in at least three areas per pipe section) "Sewer Force Main".

2.10 HDPE PRESSURE PIPE JOINTS

- A. Joints shall be rubber gasketed conforming to AWWA C906
- B. Provide adapters as required to join HDPE pipe to pipe, fittings and equipment of other materials.

2.11 RESTRAINED JOINTS FOR HDPE PRESSURE PIPE

- A. Restrained joints for HDPE pipe mechanical joints shall be Star Pipe Stargrip Series 4000, or EBAA Iron Mega Lug Series 2000PV, Sigma One-Lok SLC, or approved equal.
- B. Restrained joints for PVC pipe push on joints shall be EBAA Iron Mega Lug Series 1500 Series 1600 (C900 PVC), or Series 2800 (C905 PVC), Star Pipe Stargrip Series 1100 or 1200, or approved equal.
- C. All pipe joints shall be restrained.

2.12 GENERAL VALVE REQUIREMENTS

- A. Where required for satisfactory operation of valves, provide valve operators, extension stems, stem guides, cast iron valve boxes, floor boxes, handwheels, operator stands, position indicators, and other valve appurtenances. Extension stems shall be complete with guide bearings, wrench nut, and tee handle wrench. All machinery stuffing boxes shall be packed with material selected for the service intended. Maintain all packing until final acceptance by the

Owner.

- B. Manufacturer's name, service, and pressure marking shall be cast into the body.
- C. Valve operators shall be sized for operation at the pressure and flow conditions required for proper operation.
- D. Manual operators for exterior buried valves shall conform to AWWA C504.
- E. Extension stems shall be provided for all valves in buried locations and in other locations where indicated on the Drawings.
- F. Extension stems shall be fabricated from solid steel shafting not smaller in diameter than the stem of the valve or from galvanized steel pipe having an internal diameter not smaller than the diameter of the valve stem. Stem couplings shall be both threaded and keyed to the coupled stems and shall be of standard design and construction. Pipe couplings will not be acceptable.
- G. Stems for buried valves shall extend to within 6 inches of the surface of the ground. Each extension stem shall be connected to the valve operator with a suitable universal joint type coupling. All connections shall be pinned. Each extension stem shall be provided with spacers which will center the stem in a valve box having an inside diameter of approximately 5 inches and shall be equipped with a standard AWWA wrench nut as described in AWWA C500, except where handwheels are indicated.

2.13 LININGS AND COATINGS FOR VALVES

- A. The interior and exterior of the valve shall be coated with an NSF/ANSI 61 approved fusion bonded epoxy.
- B. Exterior coating of exposed valves shall be factory applied rust inhibiting epoxy primer, minimum 3 mils dry film thickness.
- C. After installation, exterior surfaces shall be painted with a two coat system. The first coat (intermediate coat) shall be 4.0-10.0 mil DFT Tnemec Color Hi-Build Epoxoline II Series N69 or approved equal, and the final coat shall be 2.0-3.0 mil DFT Tnemec EnduraShield Series 73 or approved equal. The final coat paint color shall be as selected by the City.

2.14 PLUG VALVES

- A. Plug Valves shall be Cast Iron suitable for wastewater service with pressures up to 250 psig, and shall be quarter-turn, non-lubricated, eccentric type with resilient faced plug, manufactured and tested in accordance with AWWA C517.
- B. Port areas of not less than 100% of pipe area shall be supplied on all valves.
- C. The valve seat shall be a welded overlay of 95% pure nickel applied directly to the body on a pre-machined, cast seating surface and machined to a smooth finish.
- D. Shaft seals shall consist of V-type packing in a fixed gland with an adjustable follower designed to prevent over compression of the packing and to meet design parameters of the packing manufacturer.
- E. Removable, slotted shims shall be provided under the follower flanges to provide for adjustment and prevent over tightening.
- F. The valve body and cover shall be constructed of ASTM A126 Class B cast iron for working pressures up to 175 psig. The words "SEAT END" shall be cast on the exterior of the body seat

end.

- G. The plug shall be of one-piece construction and made of ASTM A536 Grade 65-45-12 ductile iron and fully encapsulated with a resilient facing.
- H. Radial shaft bearings shall be constructed of self-lubricating type 316 stainless steel. The top thrust bearing shall be Teflon. The bottom thrust bearing shall be Type 316 stainless steel. The packing shall be adjustable and replaceable, and the bonnet shall be bolted. All bolts, nuts and washers shall be 316 stainless steel for buried, non-buried, and pit installed service.
- I. Valves 4 inches in diameter and smaller shall be lever or wrench nut operated. Valves larger than 4 inches shall be equipped with totally enclosed worm gear actuators, except where automatic operation is specified.
- J. Standard plug valves shall be Clow F5412/ F5413, Valmatic 5600/5800, DeZurik Series PEC, M&H 1820, Pratt PV, or approved equal.

2.15 SWING CHECK VALVES

- A. Below grade buried swing check valves shall be ductile iron body, with rubber encapsulated ductile iron reversible disc, resilient seated disc, full flow area, and shall conform to AWWA C508. Valves shall be pressure rated at a minimum of 250 PSI working pressure.
- B. Below grade non-buried or above grade swing check valves shall be iron body, bronze mounted, with rubber faced disc, Class 125 flanged ends, removable inspection cover, O-ring sealed stuffing box, with an external weighted lever, and shall conform to AWWA C508.
- C. Acceptable manufacturers: Val-Matic 500 Series

2.16 TAPPING VALVES

- A. Tapping valves shall be resilient seated gate valves and shall conform to the requirements of AWWA C509. Tapping Valves shall be American Flow Control Series 2500, Clow Series 2638 or 2639, Mueller Series A2361, or approved equal.

2.17 AIR RELEASE VALVES

- A. Air release valves shall be combination valves that permit automatic release of large quantities of air from an empty pipe during filling and to permit air to enter the pipeline when the line is being emptied. The valve shall be capable of discharging accumulated air in the line while the line is operating under a pressure of 150 psi. Float material shall be stainless steel. Attachment shall be by means of threaded pipe connections. Valves shall be vented to the atmosphere by means of threaded piping and shall discharge into drainage areas.
- B. Air release valves shall be ARI D-025P (Plastic).

2.18 VALVE BOXES

- A. All buried valves shall be provided with adjustable valve boxes approximately 5 inches in diameter and shall be heavy duty traffic rated.
- B. Valve boxes shall be cast iron. Valve box lids shall be cast iron H-20 load rated.
- C. Valve boxes shall be of sufficient length to operate all valves buried in the ground. Valve boxes shall consist of base, center section, and top section with cover. All valve box extensions shall be cast iron.

- D. Valve box lids in paved areas shall be lockable.
- E. Valve boxes located in unpaved areas shall be Slip Type design to permit movement of the top section without transmitting forces onto the valve body.
- F. Valve boxes shall have valve box covers with the inscription "SEWER" cast thereon.
- G. All valve box covers shall be painted with a three coat system. The first coat shall be primer, 2.5-3.5 mil Dry Film Thickness (DFT) Tnemec Series 135 ChemBuild or approved equal; the intermediate coat shall be 4.0-10.0 mil DFT Tnemec Color Hi-Build Epoxoline II Series N69 or approved equal, and the final coat shall be 2.0-3.0 mil DFT Tnemec EnduraShield Series 73 or approved equal. The final coat paint color shall be green as approved by the local utility.
- H. Acceptable manufacturers: Tyler Union, Sigma Corporation, Star Pipe Products.

2.19 PIPELINE IDENTIFICATION TAPE

- A. Identification tape shall be an inert plastic film specifically formulated for prolonged underground use. Minimum thickness 5 mils, width 3 inches, letter size 1 inch. Lettering shall be continuous.
- B. Tape shall be the standard product of a manufacturer regularly engaged in the supply of this tape. Provide tape with adhesive backing for attachment to pipe.
- C. Identification tape shall be color coded brown with black or white lettering "SEWER FORCE MAIN".

2.20 ELECTRONIC MARKER BALLS (NOT USED)

2.21 PIPELINE WARNING TAPE

- A. Warning tape shall be 3-inch wide solid aluminum foil encased in a protective high visibility plastic jacket, for identification and warning purposes. It shall be color coded brown or green with black lettering "CAUTION: BURIED FORCE MAIN BELOW

2.22 LOCATING WIRE

- A. Locating wire shall be color-coded #14 continuous insulated wire. Color coding shall be similar to warning tape colors.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. All lengths of pipe shall be dimensioned accurately to measurements established at the site and shall be worked into place without springing or forcing.
- B. Cut all pipe and drill all holes that may be necessary. Cut sections of pipe shall be reamed or filed to remove all burrs. The pipe interior and joints shall be thoroughly cleaned before being installed and kept clean during construction.
- C. All changes in direction shall be made with fittings or approved joint deflection. Bending of pipe, except copper and polyethylene, is prohibited. Joint deflection shall not exceed 75 percent of the manufacturer's recommended maximum deflection.

- D. Any transition from one pipe size to another shall be made with a reducing fitting. Reducing bushings are prohibited except where specifically indicated on the Drawings or approved by the Engineer.
- E. Make adequate provision for expansion and contraction of piping.
- F. Trenching, bedding and backfilling shall be in accordance with Section 02320.
- G. Valves shall be installed in all pipe ahead of appliances and equipment not furnished with stops, and elsewhere as required for proper control and isolation of sections of systems for maintenance purposes.
- H. Minimum cover over pipe shall be 36 inches.

3.02 CONCRETE CRADLES AND ENCASEMENT

Concrete cradles and encasement shall be as indicated on the Drawings, or as directed by the Engineer. All concrete cradles and anchors shall be of Class B concrete.

3.03 SEPARATION OF FORCE MAINS AND POTABLE WATER LINES

- A. The outside of wastewater force mains shall be separated horizontally a minimum of six feet from the outside of any existing or proposed water main.
- B. Wherever possible, wastewater force mains shall cross under existing or proposed water mains. Whether the wastewater force main crosses over or under the water main, the outside of the force main shall be at least 12 inches from the outside of the water main. At the crossing, the proposed pipe joints shall be arranged so that all water main joints are a minimum of six feet from the joints of wastewater force mains.
- C. The following are acceptable alternative construction features to be considered for cost evaluation with no guarantee they will be approved for implementation where it is not possible to meet the separation requirements. Exceptions from meeting the pipe separation requirements, without mitigation, shall be allowed only by FDEP if technical or economic justifications for each exception provided by the Engineer are acceptable to FDEP and are only to be implemented upon receipt of expressed written consent from the Engineer and approval from FDEP on a case by case basis. All possible measures to achieve compliance with the pipe separation requirements shall be considered first along with design changes to meet the requirements before the Engineer submits a justification of an exception to FDEP for approval. Implementation of these measures without the expressed written consent of the Engineer and approval by FDEP could result in the requirement that the installed unapproved measures be removed and replaced at no cost to the Owner.
 - 1. Where a sewer force main is less than the required minimum horizontal distance from a water main or where a force main crosses a water main and joints in the force main are less than the minimum required distance between the joints in the water main:
 - a. Use of welded, fused, or otherwise restrained joints for either pipeline.
 - b. Use of watertight casing pipe or concrete encasement at least four inches thick for either pipe.
 - 2. Where a force main is less than three feet horizontally a water main and or where a force main crosses a water main at less than the required minimum separation:
 - a. Use of pipe or casing pipe, having high impact strength (at least equal to 0.25 inch thick

ductile iron pipe), or concrete encasement at least four inches thick for both the water main and the force main.

3.04 PLUGS

- A. Installed piping systems shall be temporarily plugged at the end of each day's work, or other interruption to progress on a given line. Plugging shall be adequate to prevent entry of small animals or persons into the pipe or the entrance or insertion of deleterious materials.
- B. Standard plugs shall be inserted into all dead-end pipes, tees, or crosses; spigot ends shall be capped; flanged and mechanical joint ends shall have blind flanges of metal.
- C. Plugs installed for pressure testing shall be blind flanges fully secured and blocked to withstand the test pressure.
- D. Where plugging is required because of contract division or phasing for later connection, the ends of such lines shall be equipped with a permanent type plug or blind flange. Installation or removal of such plugging shall be considered incidental to the work.

3.05 RESTRAINED JOINTS FOR HDPE PRESSURE PIPE

- A. Mechanical joining to other piping materials (fittings, etc.) shall be accomplished with mechanical joint adapters. Mechanical joint adapters shall be used to connect HDPE together with other pipe materials.
- B. Mechanical joint adapters shall be pressure rated the same as the pipe. Mechanical joint adapters shall be heat fused to the pipe as outlined in the heat fusion section.
- C. Gaskets shall be used between the polyethylene pipe and the mechanical joint adapters when recommended by the HDPE pipe manufacturer. Sufficient torque shall be applied evenly to the bolts to prevent leaks. After initial installation and tightening of mechanical joint connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.
- D. Lubricate nuts and bolts with oil or graphite prior to installation.

3.06 DUCTILE IRON PIPE

- A. Mechanical joints: install according to the manufacturer's specifications. Socket and gasket shall be clean and gasket shall be properly centered before joint is made.
- B. Push-On Type Joints: Remove any foreign matter in the gasket seat, wipe gasket clean, flex and place in socket. Apply thin film of lubricant to inside surface of gasket. Complete joint assembly by forcing the plain end of the entering pipe past the gasket until it makes contact with the bottom of the socket.
- C. Flanged Joints: Bolt flanged joints with care so there is no restraint on the opposite end of the piece, which would prevent pressure from being evenly and uniformly applied upon the gasket. The pipe or fitting must be free to move in any direction while bolting. Gradually tighten bolts, each in turn, at a uniform rate of gasket compression around the entire flange.

3.07 O-RING TYPE PUSH-ON JOINTS FOR PVC PIPE

- A. Clean the pipe end and the bell thoroughly. Insert O-Ring gasket, making certain it is properly oriented. Lubricate the spigot well with an approved lubricant; do not lubricate the bell or O-ring. Insert the spigot end of the pipe carefully into the bell until the reference mark on the spigot is flush with the bell.

- B. Field cut pipe shall be beveled, have all burrs removed, and shall have a reference mark applied the correct distance from the end.

3.08 BURIED AND EXPOSED VALVES

- A. Buried valves 6 inch diameter and larger shall be set on a foundation of solid concrete or stone not less than 8 inches thick nor less than one cubic foot in volume. Foundations shall be set on firmly compacted ground.
- B. The height of the valve and its supporting foundation shall conform to the height of the connecting pipe. Valves shall be set in a vertical position, except where indicated on the Drawings or as determined in the field to require a horizontal installation as determined by the Engineer and Owner. Where valves are required to be installed in a horizontal position, provide with a bevel gear side actuator.
- C. Exposed valves shall be installed in a vertical position wherever possible. Unless otherwise indicated or directed by the Engineer, valve stems shall never be below a horizontal position.
- D. Open and close each valve observing full operation prior to installing successive lengths of pipe.

3.09 AIR RELEASE VALVES

Air release valves shall be placed at high points of the pipeline to permit escape of trapped air. The valve size, location and method of installation shall be indicated on the Drawings or as directed by the Engineer.

3.10 VALVE BOXES

- A. Boxes shall rest on the valve and shall be adjusted so that the cover may be set flush with paving; in areas without paving, set the cover as directed by the Engineer. Boxes shall be set to allow equal movement above and below finish grade.
- B. The base of the box shall be centered over the valve, and the top of the base section shall be approximately on line with the nut on top of the valve stem. The entire assembly shall be plumb.

3.11 ELECTRONIC MARKER BALLS – NOT USED

3.12 INSTALLATION OF IDENTIFICATION AND WARNING TAPE

- A. Install identification tape on all pipelines. Place tape as follows:
 - 1. 2-inch through 8-inch diameter pipe - center along top half of pipe
 - 2. 10-inch through 18-inch diameter pipe - place along both sides of the top half of pipe
 - 3. 20-inch diameter and larger pipe - place on both sides of top half of pipe with a third strip centered along top half of pipe
- B. Place tape from joint to joint on every section of pipe.
- C. Install warning tape along all pipelines. Install 1 foot below grade centered above the pipe.

3.13 LOCATOR WIRE

- A. Install locator wire along all pressurized pipelines 2-inch diameter and larger.
- B. Terminate locator wires at top of the valve box with 12" of extra wire.
- C. Test the locate wire for continuity and submit report documenting the continuity testing. Repair or replace locate wire at failed test locations as directed by Owner.

3.14 TESTING GENERAL REQUIREMENTS

- A. Hydrostatic testing shall be in accordance with AWWA C600 (Ductile iron force mains), AWWA C605 (PVC force mains) and ASTM F2164 (polyethylene force mains).
- B. Test procedures and method of disposal of water shall be approved by the Engineer. All tests shall be made in the presence of the Engineer and utility. Preliminary tests made by the Contractor without being observed by the Engineer will not be accepted. Notify the Engineer and the utility companies at least 48 hours before any work is to be inspected or tested.
- C. All defects in piping systems shall be repaired and/or replaced and retested until acceptable. Repairs shall be made to the standard of quality specified for the entire system.
- D. Sections of the system may be tested separately, but any defect which may develop in a section previously tested and accepted shall be promptly corrected and retested. Pressure tests shall be made between valves to demonstrate ability of valves to sustain pressure.
- E. Provide all necessary test equipment. Increments on gages used for pressure pipe testing shall be of scaled to the nearest 1 psi. Gages, pumps, and hoses shall be in good working order with no noticeable leaks.
- F. Tests for any exposed piping shall be made before covering and insulation is placed.
- G. The pressure and leakage test for buried piping shall be made after all jointing operations are completed and restraints have been in place at least seven days. Lines tested before backfill is in place shall be retested after compacted backfill is placed.
- H. Sections of piping between valves and other short sections of line may be isolated for testing. If shorter sections are tested, test plugs or bulkheads required at the ends of the test section shall be furnished and installed by Contractor, together with all anchors, braces, and other devices required to withstand the hydrostatic pressure without imposing any thrust on the pipeline. Contractor shall be solely responsible for any damage that results from the failure of test plugs or supports.
- I. All items including valves and controls shall be given a thorough test. The entire system shall be operated for two days to prove compatibility of equipment and to achieve proper adjustment for operation. Valves, pipes, tanks, and other items that are non-operating or occasional-operating shall be tested for ability to meet design criteria.

3.15 SEQUENCE OF TESTING

- A. The sequence of testing shall be as follows:
 - 1. Conduct pressure and leakage testing.

3.16 PRESSURE AND LEAKAGE TESTING (PVC AND DI MAINS)

- A. Piping shall be slowly filled with water and all air expelled. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

- B. Apply hydrostatic test pressure of 100 psi for 10 minutes and for such additional period necessary for the Engineer to complete the inspection of the line under test. Do not exceed pipe manufacturer's suggested time duration at the test pressure. If defects are noted, repairs shall be made and the test repeated until all parts of the line withstand the test pressure.
- C. Apply leakage test pressure of 100 psi. Maintain pressure at a maximum variation of 5 percent during the entire leakage test. The duration of the leakage test shall be two hours minimum, and for such additional time necessary for the Engineer to complete inspection of the section of line under test. Leakage measurements shall not be started until a constant test pressure has been established. The line leakage shall be measured by means of a water meter installed on the supply side of the pressure pump.
- D. No leakage is allowed in exposed piping, buried piping with flanged, threaded, or welded joints or buried non-potable piping in conflict with potable water lines.
- E. The testing allowance shall be defined as the quantity of water that must be applied to the pipe section being tested to maintain a pressure within 5 psi of the specified hydrostatic test pressure. No installation will be accepted if the quantity of makeup water is greater than that determined by the following formula:

$$L = \frac{S \times D \times P^{0.5}}{148,000}$$

- L = Testing Allowance (quantity of makeup water) in gallons per hour
- S = Length of line being tested, in feet
- D = Nominal internal diameter (in inches) of the pipe.
- P = The average test pressure during the pressure test, in pounds per square inch (gauge) This actual pressure shall be determined by finding the difference between the average elevation of all tested pipe joints and the elevation of the pressure gauge and adding the difference in elevation head to the authorized test pressure.

- F. All leaks shall be repaired by removing and replacing defective pipe and joints with pipe and joints free of defects, after which the lines shall be retested. Such repair and retesting shall be done until the lines pass the specified retest.
- G. All apparent leaks discovered within one year from the date of final acceptance of the work by the Owner shall be located and repaired by Contractor, regardless of the total line leakage rate.

3.17 PLACING THE FORCE MAIN INTO SERVICE

The force main can only be placed into service once clearance is received from FDEP, followed by approval by the Engineer and Owner.

END OF SECTION

SECTION 02578
PAVEMENT REMOVAL AND RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Where existing pavement, or valley gutter is removed for the purpose of construction or removing pipe, inlets, manholes, appurtenances, facilities, or structures, said pavement, etc., shall be replaced and restored in equal or better condition than the original. Contractor shall provide all necessary labor, material, equipment, tools, supplies, plant, and equipment required.

1.02 STATE RIGHT-OF-WAY

- A. Pavement, roadway surfaces, and rights-of-way under the jurisdiction of the State of Florida which are utilized in accordance with a State "Utility Permit" shall be protected, removed, and replaced in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.03 COUNTY RIGHT-OF-WAY

- A. Restoration of roadway and pavement within county rights-of-way shall be in accordance with applicable county standards and "Right-of-Way Utilization Regulations."

1.04 MUNICIPAL RIGHT-OF-WAY

- A. Road and pavement restoration and right-of-way utilization within City limits shall be in accordance with applicable City standards and regulations. Removal of brick pavement in the City of Port Orange will be in accordance with requirements and directions of the City of Port Orange, Florida, Public Works Department.

1.05 DOT SPECS

- A. This section references Florida Department of Transportation Standard Specifications for Road and Bridge Construction (DOT SPEC). References to the "Department" shall refer to the "Jurisdiction." The DOT SPEC requirements for payment and testing shall not apply. Testing and payment requirements are as specifically set forth herein. The Contractor is still required to perform any testing he deems necessary to maintain a high quality product. Acceptance testing for completed pavement will be performed in accordance with the applicable jurisdiction.

PART 2 - PRODUCTS

2.01 STABILIZERS

- A. Florida Department of Transportation Standard Specification for Road and Bridge Construction (DOT SPEC), Section 160, "Stabilizing"

2.02 BASE

- A. DOT SPEC, Section 911, "Base and Stabilized Base Materials."

2.03 PRIME AND TACK COAT

- A. DOT SPEC, Section 300, "Prime and Tack Coats."

2.04 ASPHALT CONCRETE SURFACE

- A. DOT SPEC, Section 334, "Superpave Asphalt Concrete."

2.05 CONCRETE

- A. Conform to Section 03103.

PART 3 - EXECUTION

3.01 ROADWAYS AND/OR DRIVEWAYS

- A. Pipelines crossings of roadways shall not be open cut installations unless approval by the agency with jurisdiction is obtained.

3.02 SIDEWALK AND DRIVEWAY RESTORATION

- A. Replace or repair all existing sidewalks and driveways removed, disturbed, or destroyed by construction. Make the finished work equal to or better than the original in all respects. Remove the sidewalk and/or driveway pavement to existing joints or saw cut, leaving pieces not less than 5 feet long (5 feet in any direction for drive-ways) to avoid leaving odd-sized sections of pavement after repairs have been made. Make all Portland cement concrete driveway repairs 6 inches in minimum thickness and Portland cement concrete sidewalks to a minimum thickness of 4 inches and 6 inches at driveways.
- B. Concrete sidewalks and driveways shall be constructed as specified in Section 02514.

3.03 ROADWAY AND PAVEMENT RESTORATION

- A. Replace pavement or roadway surfaces damaged by the Contractor in equal or better condition than the original including stabilization, base course, surface course, and other appurtenances.

3.04 SAW-CUTTING

- A. Where existing pavement is to be removed saw-cut the surfacing leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing.

3.05 TEMPORARY SURFACE

- A. Compact the backfill as specified in Section 02665 and bring to 1-1/2 inches below existing roadway surface. Place cold asphaltic patch to existing roadway surface and properly maintain it until restoration is to be completed.
- B. Within fifteen (15) days after pavement removal, place the finished surface course. Temporary and permanent repair shall at all times provide a smooth traffic surface.

3.06 MINIMUM PAVEMENT REPAIR

- A. Provide the following minimum pavement structure:
 - 1. Subbase: 12 inches of compacted material with a Florida bearing value of 50 psi. Compaction to minimum of 95% of maximum density - AASHTO T-180 modified.
 - 2. Base: For Existing Limerock Base - Match the existing base thickness or a minimum of 6 inches, whichever is greater, and compact to 95% maximum density AASHTO T-180 modified. (Base shall extend beyond top of trench at least 1 foot on both sides.)
 - 3. For Existing Soil Cement Base: Replace with soil cement, Portland Cement Concrete (2500 psi), Duro-Rock, or equal, of comparable thickness.
 - 4. Prime Coat: Prime the base with a minimum of 0.2 gallons per square yard and then cover the area with sand.
 - 5. Asphalt Concrete Surface: Shall be the thickness of existing pavement or a minimum of 1-1/2 inches of Type SP asphaltic concrete. Finish surfaces to proper grade and cross section to match original. Width of asphalt surface shall exceed width of top of trench by at least 1 foot on both sides.
- B. If pavement structure removed is superior to the minimum specifications set forth above, make the patch equal to the pavement structure removed.

- C. Asphalt Paving: Pave the area in accordance with DOT SPEC 330 deleting subparagraphs 330-10.3, 330-12.3 and 330-15. Compact asphalt to the densities specified in DOT SPEC Table 334-2.

3.07 SETTLEMENT OF PAVEMENT

- A. All settlement of pavement repairs occurring within a period of one year after final acceptance of the project by the Owner shall be repaired or replaced by the Contractor as required by and at no cost to the Owner.

3.08 STABILIZED ROADS

- A. On clay or other type stabilized roads, the stabilizing material shall be replaced and the surface compacted to at least its original condition and thickness.

3.09 TESTING

- A. Tests are required on subbase, base and completed surfaces in accordance with the requirements of the appropriate jurisdiction. Do not proceed with the work until testing has been completed. The Contractor shall continue compacting or reworking the area until satisfactory densities are obtained at no additional cost to the Owner.

END OF SECTION

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SECTION 02665
PIPE INSTALLATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, testing and construction of pipelines and horizontal earth boring (HEB).

1.02 STANDARDS

- A. Determine the density of soil in place by the sand cone method, ASTM D1556; by nuclear methods, ASTM D6938; or by the rubber balloon method, ASTM D2167.
- B. Determine optimum laboratory moisture-density relations of cohesive soils by ASTM D1557 (modified Proctor).
- C. Sample backfill materials by ASTM D75.
- D. For cohesive soils, "relative density" is the ratio, expressed as a percentage, of in the in place dry density to the laboratory maximum dry density as determined by ASTM D 1557 (modified Proctor).
- E. Determine the relative density of cohesionless soil by ASTM D4253.

1.03 SUBMITTALS

- A. Submit copies of a certification from a testing laboratory that the material used for all backfills and structural backfills meets the specified criteria and contains less than 1% by weight asbestos.
- B. Submit certification for sheeting, shoring and bracing.
- C. For HEB related work, submit the following:
 - 1. Certification that the Contractor (or subcontractor) is licensed to perform the work specified including possession of a Florida State Underground Utility Contractor's License, a Florida State General Contractor's license (or local equivalent recognized by the appropriate licensing board).
 - 2. Certification that equipment operator has appropriate experience installing piping using HEB methods.
 - 3. List of equipment and boring method. Air and/or water jetting shall not be allowed.
- D. For pipelines to be abandoned in place, submit drawings showing location and length of abandoned segment, method or fitting to be used to seal each point of connection, and written description detailing steps taken to completely isolate the abandoned segment from the sanitary sewer system.

1.04 JURISDICTION

- A. For pipe crossings under roadways, railroads, or other installations not within the jurisdiction of the Owner, the Contractor shall comply with regulations of said authority. State highway casing installations and crossings shall be as specified in the Florida Department of Transportation, "Utility Accommodation Guide," and for railroads, the American Railway Engineering Association, Part 5, Section 5.2, "Specifications for Pipelines Conveying Non- Flammable Substances," shall be applicable.

PART 2 - MATERIALS

2.01 ALL BACKFILL MATERIAL

- A. Use clean granular earth material composed of sand, clay and sand, sand and gravel or a combination thereof, obtained from the excavation. The material shall contain no more than 15% by weight passing the No. 200 sieve, 1% by weight organic matter (peat, humus, muck, leaves and carbon compounds), and no cobbles, clayballs, or old pavement larger than 2 inches in their largest dimension. The gradation of this sand or well graded sand and gravel mixture shall be such as to achieve the specified compaction.
- B. In the event there is insufficient satisfactory material from the excavation to meet the requirements for backfill material, obtain borrow which meets the requirements for backfill material from sources secured by the Contractor.
- C. All material shall contain less than 1% by weight asbestos.

2.02 BACKFILL MATERIAL

- A. Materials for refilling overexcavations or subgrade shall meet the requirements for backfill or structural backfill.
- B. First Lift: From the excavation grade to a level 12 inches above the top of the pipeline use materials meeting the requirements for backfill and exclude material with fragments larger than the following:

<u>Pipe Type</u>	<u>(Greatest Dimension-Inches)</u>
Ductile iron	2
Plastic	1

- C. Second Lift: From the top of the First Lift to the ground surface, exclude material with fragments larger than six inches and use material meeting the requirements for backfill or structural backfill.

2.03 WATER FOR COMPACTION

- A. Water used in compaction shall have a pH of 7.0 to 9.0 and be free of acid, alkali, or organic materials injurious to the pipe coatings. Provide all water needed for compaction. Provide temporary piping, valves and trucks to convey water from the source to the point of use. Provide any meters required if the water is taken from a public water system.

2.04 STRUCTURAL BACKFILL

- A. Structural backfill shall consist of clean, fine to medium sand, contain less than 1% by weight asbestos or organic matter (peat, humus, leaves, and carbon compounds), and conform to the following gradation requirements:

<u>Sieve Size (Square Openings)</u>	<u>Weight Percent Passing (Square Mesh Sieves)</u>
No. 4 (4.75 mm)	95 to 100
No. 10 (2.00 mm)	90 to 100
No. 40 (0.420 mm)	70 to 95
No. 60 (0.250 mm)	40 to 80
No. 100 (0.149 mm)	5 to 40
No. 200 (0.074 mm)	less than 5

- B. The structural backfill material may consist of either on-site granular material free of any sludge

material, imported fill from sources secured by the Contractor, or a blend of suitable on-site and imported fill material satisfying the requirements for structural backfill.

2.05 ABANDONMENT OF PIPE SEGMENTS

- A. Use fittings or end caps constructed of materials chemically and physically compatible with the line being abandoned. Such fittings or caps shall withstand pressure of 150-psi.

2.06 LOCATING WIRE

- A. All nonmetallic force mains shall be installed with a continuous, green, insulated, 10 gauge or larger copper wire installed directly on top of the pipe for future location purposes. The wire shall be installed in such a fashion so as to sustain continuity. The contractor must perform a successful continuity test with a Port Orange Public Utilities Department representative present. Location markers, if used, shall be installed at no less than 40 foot interval and at the manufacturer recommended depth.

2.07 PLASTIC LINE MARKER

- A. Plastic line mark shall be standard, permanent, bright colored continuous printed plastic tape intended for direct burial service, not less than 6 inches wide by 4 mils thick, green and printed FORCE MAIN. Install tape 12 to 13 inches below finished ground surface, located directly over buried pipelines.

PART 3 - EXECUTION

3.01 GENERAL

- A. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions shall be made for street drainage.
- B. All trenches shall be backfilled by hand, from the bottom of the trench to the centerline of the pipe in layers of 6 inches. Backfill material shall be deposited in the trench for the full width on each side of the pipe. Compaction shall be performed by tamping.
- C. The pipe shall be backfilled by hand or by approved mechanical methods from the centerline of the pipe to the specified grade. Compaction shall be done in accordance with the requirements of the agency having jurisdiction.
- D. All pipe diameter of 12" and less shall have a minimum burial depth of 36" and not to exceed 48" unless approved by Port Orange Public Utilities Department. All pipe with a diameter of 12" or greater shall have a minimum burial depth of 48" and not to exceed 60" depth unless approved by Port Orange Public Utilities Department.
- E. Protection of Water System Crossings
 - 1. Maintain a minimum separation (edge to edge) of 10 feet between parallel water line and sanitary hazards (sanitary sewer and force mains as listed by FDEP), and a minimum vertical separation of 18 inches between intersecting water lines and sanitary hazards. If the 10 feet minimum horizontal clearance cannot be met, the sanitary sewer shall be ductile iron pipe or concrete encasement can be used. If the 18 inches minimum clearance on intersecting water lines cannot be met, a 20 foot length of ductile iron pipe may be centered on the crossing sanitary pipe or concrete encasement can be used. Concrete encasement for PVC shall be a minimum of 6 inches thick on all sides of the pipe for the entire pipe length that is within 10 feet of the sanitary hazard. Concrete encasement shall have a minimum 28 day compressive strength of 2500 psi.
 - 2. Maintain a minimum horizontal separation of 3 feet edge to edge, between parallel water line and (storm sewer, storm water force main or reclaimed water as listed by FDEP), and a

minimum vertical separation of 12 inches. Concrete encasement is required if the minimal horizontal distance and joint spacing cannot be maintained or if the force main is being laid less than three (3) feet horizontally from another pipeline and the minimal vertical distance cannot be maintained.

3.02 TRENCHING

A. General

1. The use of trench-digging machinery will be permitted except in places where its operation will cause damage to other utilities, trees, buildings, or existing structures above or below ground, in which case hand methods will be employed.
2. The Contractor shall consider all available geotechnical information in the design of the trench excavation safety system. If dewatering is required, dewatering operations shall be maintained until pipe-laying is complete and the trench is backfilled sufficiently to prevent movement or flotation of the pipe.
3. Trench excavation shall be in accordance with AWWA C600 and the latest revisions thereto. The trench bottom shall be excavated to the required depth so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground at every point between the bell holes. Bell holes shall be provided at each joint to permit the jointing to be made properly. Excess excavation shall be avoided whenever possible. Any part of the trench bottom excavated below the specified grade should be corrected with suitable material and thoroughly compacted.
4. Contractor shall excavate sufficiently ahead of pipe laying in order to confirm/identify potential conflicts. Appropriate adjustments to the alignment shall be made. Excavated trench shall not be more than what can be installed and backfilled by end of day.

B. Dewatering

1. Provide and operate equipment adequate to keep trenches free of water. Dewater subgrade to a minimum of 2 feet below the bottom of the excavation. **Dewatering to a depth of less than 2 feet below the bottom of the trench may be allowed if, during construction, Contractor can demonstrate that the compaction of the soils can be obtained.** Remove water during periods when concrete is being deposited, when pipe is being laid, during the placing of backfill, and for proper inspection and/or testing of the exposed subgrade. These provisions shall apply during the noon hour as well as overnight. Do not drain trench water through the pipe under construction. Avoid settlement or damage to adjacent property.
2. When dewatering trenches, dewater from outside the structural limits and from a point below the bottom of the excavation.
3. Obtain and comply with all required discharge permits from appropriate regulatory authorities. Dispose of water in a manner that will not damage adjacent property or interfere with normal drainage.

C. Trench

1. Perform all trench excavation regardless of the type, nature, or condition of the material encountered to accomplish the construction.
2. As the trench excavation progresses, the Owner or his representative will observe the exposed bottom of the trench to determine the need for any additional excavation beyond that specified above. It is intended that additional excavation be conducted in all areas within the influence of the trench where unacceptable subgrade materials exist at the exposed subgrade. Overexcavation shall include the removal of all such unacceptable material that exists directly

beneath the trench and to a depth required to reach suitable foundation material. Refill the overexcavated areas with structural backfill. All such overexcavation and refilling for an unforeseen condition shall be executed in accordance with a change order. Payment for overexcavation and refill shall be made in accordance with the General Conditions.

3. No additional payment will be received for overexcavation or refill material used for convenience or which is not authorized by the Owner or his representative.
4. Review and be aware of existing conditions and locate all structures and utilities within the project area in order to avoid conflicts.
5. Protect any pipes, cables, mains, footings or other underground structures encountered in trenching/excavating/backfilling from damage or displacement. Replace any pipes, cables, mains, footings or other structures disturbed during construction.
6. Contact all utility companies with underground utilities in the project area and obtain their assistance in locating facilities prior to excavation.
7. Excavate sufficiently in advance of pipe laying to discover obstructions in time to modify alignment, if necessary, to avoid the obstruction. The Owner or his representative must review such alignment modifications.

D. Thrust Restraint and Pipe Encasement

1. Thoroughly brace underground pressure piping systems with restrained joints where indicated in the drawings. Install restrained joints in accordance with manufacturer's recommendations, unless provided in contract documents, whichever is more stringent.
2. Install concrete encasement by placing concrete on both sides, the top, and bottom of pipe with a minimum thickness of 6 inches (unless otherwise shown) in locations shown in the drawings.

E. Trench Widths and Utility Bedding for Pipes 4-inches and Larger

1. Cut trenches to a minimum width equal to the outside diameter of the pipe at the joint plus 8 inches for unsheeted trenches, or 12 inches for sheeted trenches. The maximum width of trench, measured at the top of the pipe, shall not exceed the outside pipe barrel diameter plus 2 feet, unless otherwise shown on the drawings.
2. Maintain vertical trench walls from the bottom of the trench to a line measured 12 inches above the top of the pipe.
3. Bedding: The minimum bedding allowable shall consist of a shaped trench bottom which provides firm bedding for the pipe. Bed the pipe in undisturbed firm soil or hand-shaped unyielding material, so that the pipe will be in continuous contact therewith for its full length and provide a minimum bottom segment support for the pipe equal to 0.6 of the outside diameter of the barrel.
4. Construct special bedding as called for on the drawings or in the Contract Documents.
5. Excavate bell holes at each joint to permit proper assembly and inspection of the entire joint.

F. Trench Grade

1. Excavate and grade the trench to the lines and grades shown on the drawings with allowance for pipe thickness and for pipe base or special bedding. Remove hard spots that would prevent a uniform thickness of bedding. Before laying each section of the pipe, check the grade with a straightedge and correct any irregularities found. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between bell holes, except that the

grade may be disturbed for the removal of lifting tackle.

2. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner. Place the refilling material over the full width of trench in compacted layers not exceeding six inches deep to the established grade with allowance for the pipe base or special bedding.

G. Length of Open Trench

1. Limit the length of open trench to the amount that can reasonably be expected to be used in a given day. Under no circumstances is a trench to remain open when worksite is unattended.

H. Trench Excavation in Backfill and Fill Areas

1. Construct trench excavation for pipe(s) in backfill or fill areas in accordance with the following procedures:
 - a. Construct and compact the backfill or fill to an elevation of one foot minimum over the top of the pipe to be installed.
 - b. Excavate trench in the compacted backfill or fill. Place pipe cable base material, install pipe and backfill to 12 inches above the pipe as specified. Compact backfill above this point to the same relative density as the adjacent embankment.

I. Trench Backfilling

1. Place backfill material in maximum 12 inch lifts and compact each lift to the specified relative density.
2. Backfill the trench in accordance with the following procedures:
 - a. After pipe has been bedded, place "First Lift" material simultaneously on both sides of the pipe, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the barrel is completely supported and that no voids or uncompacted areas are left beneath the pipe.
 - b. Compact material placed within 12 inches of the outer surface of the pipe by hand tamping only.
 - c. Place pipe identification and warning materials as described in Section 02665 Part 2.
 - d. Place "Second Lift" material and push the backfill material carefully onto the backfill previously placed in the "First Lift." Do not permit free fall of the material until at least two feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe.

J. Sidewalk, Pavement, and Curb Removal

1. Cut and remove bituminous and concrete pavements, curbs and sidewalks prior to excavation of the trenches. Width of the pavement or brick pavement cut shall be at least one foot wider than the required width of the trench at ground surface. Haul pavement and concrete materials from the site to disposal site secured by Contractor. Do not use for trench backfill.

K. Excavated Material

1. During excavation, place the excavated material only within the project area. Do not obstruct any roadways or streets. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material. Separate suitable and unsuitable material.

2. Remove excess material resulting from the facility installation from the work site and dispose of at locations secured by the Contractor.

L. Drainage, Erosion and Sedimentation

1. Maintain all existing drainage patterns and control run-off from the construction area to prevent erosion, sedimentation, or flooding due to the construction.

M. Sheet piling, Shoring, and Bracing of Trenches

1. Install adequate sheet piling, shoring and bracing to prevent damage to property and injury to persons. Comply with all applicable safety regulations and laws.
2. Remove sheet piling when the trench has been backfilled to at least one-half its depth or when removal will not endanger proper pipe alignment or support.
3. When conditions or plans and specifications require that sheet piling be left in place, cut off the top at an elevation 2.5 feet below finished grade, unless otherwise specified.
4. When the performance of the Work requires the use of shoring, sheet piling, bracing and other special construction related to excavation, the Contractor shall cause the design of said shoring, sheet piling and other special construction to be performed by a Florida registered engineer acceptable to Owner. The Contractor shall submit, as a shop drawing, a certification stating that he has complied with this requirement.

N. Compaction

1. Unless otherwise specified or shown on the drawings, compact soil in trenches to the following minimum compaction requirements:
 - a. First Lift: 95% relative density.
 - b. Second Lift not Under Pavement and Structures: 90% relative density.
 - c. Second Lift Under Pavement and Structures: 98% relative density.
 - d. Refill for Overexcavation: 95% relative density.
2. Compact the first 2 feet of backfill over pipe either by hand-operated tamping devices or with powered equipment which will not damage the pipe. Flooding or puddling with water to consolidate backfill is acceptable where sand is encountered and the specified density can be obtained using this method.
3. During the compacting operations, maintain material within +2% of optimum moisture. Aerate material containing excessive moisture by blading, discing, or harrowing to hasten the drying process.

O. Site Grading

1. Shape the surface of trenches to conform to lines, grades and cross sections that existed prior to beginning work or as shown on the drawings, within 1/10 of a foot. Correct deviations.

P. Protection of Property

1. Protect trees and shrubs in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or the Contractor's employees shall be replaced with new stock of similar size and age, at the proper season and at the sole expense of and by the

Contractor.

2. Do not cut branches, limbs and roots unless they are within six inches of the facility under construction. Make all necessary cuts smoothly and neatly without splitting or crushing. Neatly trim and cover the tree with healing paint at all cut or damaged portions.
3. Do not operate on paved surface any equipment with treads or wheels which will cut or otherwise damage paved surfaces. Provide adequate protective measures to avoid damages to the paved surfaces.
4. As promptly as practicable, restore existing property or structures in accordance with Section 02951. Do not leave restoration until the end of the construction period.

Q. Testing

1. Field density tests will be made in locations reviewed by the Owner, normally in each vertical layer, and using the following approximate spacing:
 - a. In trenches, one every 300 feet in continuous trenches under pavements or future pavements plus one at each intersection or one every 500 feet in continuous trenches not under pavements, plus one at each pavement or driveway crossing.
 - b. In all other areas, one per 7,500 square feet.
2. If any field density tests are below the specified relative density, recompact or re-excavate, rebackfill and recompact the area until the specific density is obtained. Make a minimum of two field density tests per recompact and/or re-excavated area, but do not exceed the spacing specified above.

3.03 INSTALLATION OF LOCATING WIRE

- A. Locating wire shall be buried directly above the centerline of the pipe. Locating wire shall terminate at the top of each valve box and handhole and be capable of extending 12-inches above the top of the box in such a manner so as not to interfere with valve operation. Use duct tape or other means as necessary to hold the wire directly on top of the pipe.

3.04 ABANDONMENT OF PIPE SEGMENTS

- A. Cut out a section, at all points of connection, no less than three feet in length to separate the abandoned section from the section to remain in service.
- B. Install a compatible fitting or end cap on each end of the abandoned segment.
- C. Grout may be substituted for a fitting or end cap only where specifically approved by the Owner.

END OF SECTION

SECTION 02667
CONNECTIONS TO EXISTING BURIED PIPELINES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials and installation of hot-tap connections to existing buried ductile-iron and cast iron pipelines.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions.
- B. Submit manufacturer's catalog data for tapping sleeves. Show coatings.
- C. Submit shop drawing for design and fabrication of steel outlet connections to existing steel pipes.

PART 2 - MATERIALS

2.01 TAPPING SLEEVES FOR DUCTILE-IRON PIPES

- A. Tapping Sleeve for Ductile-Iron and PVC (Cast-Iron O.D.) Pipes: Mueller H-615 or equal.
- B. Pressure rating shall be at least 200 psi for piping 12 inches and smaller and at least 150 psi for piping 14 through 24 inches.

2.02 COATING FOR TAPPING SLEEVES

- A. Coat with fusion bonded epoxy per Section 09811.

2.03 TAPPING GATE VALVES

- A. Per Section 15100.

2.04 SERVICE SADDLES:

- A. Service saddles shall be constructed of malleable iron or ductile iron body with two carbon steel, electro-galvanized with dichromate seal, or stainless steel straps. Strap nuts and washers shall be electro-galvanized with dichromate seal or stainless steel. Gaskets shall be neoprene or equal and shall be cemented in place. Sizes are as follows:

Nominal	Threads	To Fit O.D.
4" x 2"	FIPT	4.80"
6" x 2"	FIPT	6.90"
8" x 2"	FIPT	9.05"

2.05 CORPORATION STOPS

- A. All corporation and curb stops shall have brass bodies conforming to ANSI/AWWA C800- 14 (ASTM B62 - Index 115 85-5-5-5) and the latest revisions thereto. Corporation stops are to be MIPT x MIPT.
- B. Acceptable manufacturers are AY McDonald, Ford Meter Box, James Jones, and Mueller.

PART 3 - EXECUTION

3.01 VERIFICATION OF PIPE O.D. PRIOR TO INSTALLATION

- A. Excavate the points of connection prior to submittal of shop drawings. Verify O.D. prior to ordering materials.

END OF SECTION

SECTION 02684
PRESSURE TESTING OF PIPING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section specifies the hydrostatic and leakage testing of force mains.

1.02 SUBMITTALS

- A. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.
- B. Submit six copies of the test records to the OWNER'S REPRESENTATIVE upon completion of the testing.

1.03 TEST PRESSURES

- A. Test pressure for the various services and types of piping shall be 150 psi for a minimum of 2 hours, unless other values are shown.

1.04 TESTING RECORDS

- A. Provide records of each piping installation during the testing. These records shall include:
 - 1. Date of test.
 - 2. Identification of pipeline, or pipeline section, tested or retested.
 - 3. Identification of pipeline material.
 - 4. Identification of pipe specification.
 - 5. Test fluid.
 - 6. Test pressure.
 - 7. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - 8. Certification by Contractor that the leakage rate measured conformed to the specifications.

PART 2 - MATERIALS

2.01 MANUAL AIR-RELEASE VALVES FOR BURIED PIPING

- A. Provide temporary manual air-release valves for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

2.02 TEST BULKHEADS

- A. Design and fabricate test bulkheads per Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

2.03 TESTING FLUID

- A. Obtain and use only potable water for hydrostatic testing.

- B. Submit request for use of water from waterlines of Owner 48 hours in advance.
- C. The Contractor may obtain the water from the Owner at the Owner's rate of charges.

2.04 TESTING EQUIPMENT

- A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic testing.

PART 3 - EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct pressure tests on exposed and aboveground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.
- C. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.
- D. Provide any temporary piping needed to carry the test fluid to the piping that is to be tested. After the test has been completed and demonstrated to comply with the specifications, disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.
- E. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing. Drain the pipes after they have been tested.
- F. Unless stated otherwise in this section, testing shall be carried out in accordance with Section 5 of AWWA Standard C600-17.

3.02 TESTING SEQUENCE

- A. Locate and install test bulkheads, valves, connections to existing pipelines, and other appurtenances in a manner to provide an air gap separation between existing pipelines and the pipeline being tested.

3.03 LENGTH OF TEST SECTION FOR BURIED PIPING

- A. The maximum length of test section for buried pipe is one half (1/2) mile. Provide test bulkheads where the distance between inline valves exceeds these limits.

3.04 HYDROSTATIC TESTING OF BURIED PIPING

- A. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been poured. When testing mortar-lined or PVC piping, fill the pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.
- B. Apply and maintain the test pressure by means of a hydraulic force pump.
- C. Maintain the test pressure for 2 hours (minimum) by restoring it whenever it falls an amount of 5 psi.
- D. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. No pipe installation shall be accepted until the leakage is less than the leakages defined by the formula listed below.

$$\frac{L}{148,000} = \frac{SD(P)^{1/2}}{148,000}$$

in which:

L = allowable leakage (gallons/hour) during the test period

S = length of pipe, in feet

D = diameter of the pipe (inches)

P = specified test pressure (psig)

- E. If the defective portion of the pipe or fittings cannot be located, the Contractor shall remove and reconstruct as much of the work as is necessary until the leakage is within the allowable limits.
- F. The allowable leakage for buried piping having threaded, brazed, or welded (including solvent or fusion welded) joints shall be zero.

3.05 REPETITION OF TEST

- A. If the actual leakage exceeds the allowable, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

3.06 BULKHEAD AND TEST FACILITY REMOVAL

- A. After a satisfactory test, remove test bulkheads and other test facilities, and restore the pipe coatings.

END OF SECTION

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SECTION 02951
RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes providing materials, labor and equipment to restore the areas disturbed by CONTRACTOR's operations during the installation of pipes, valves, fixtures and meter connections or other construction. The construction areas shall be restored to a condition equal to, or better than, that, which existed prior to the construction unless otherwise directed by OWNER or ENGINEER.

1.02 STANDARDS

- A. Determine the density of soil in place by the sand cone method, ASTM D1556; by nuclear methods, ASTM D6938; or by the rubber balloon method, ASTM D2167.
- B. Determine laboratory moisture-density relations of soils by ASTM D1557 (modified Proctor).
- C. Sample backfill materials by ASTM D75.
- D. "Relative density" is the ratio, expressed as a percentage, of the in place dry density to the laboratory maximum dry density as determined by ASTM D1557 (modified Proctor).
- E. Testing: An independent testing laboratory will make density tests for determination of specific compaction and concrete cylinder tests.
- F. Pavement markings and traffic stripes shall conform to FDOT Roadway and Traffic Design Standards.

1.03 SUBMITTALS

- A. Submit certification to the OWNER, from the supplier, manufacturer or testing laboratory (acceptable to the OWNER) showing that the materials, gradations and testing conform with the requirements of these specifications.

PART 2 - MATERIALS

2.01 CONCRETE DRIVEWAYS, SIDEWALKS, CURBS AND GUTTERS

- A. Concrete, reinforcement and forming shall comply with the requirements of Section 03103.

2.02 LANDSCAPING AND SODDING

- A. Landscaping
 - 1. Plant Materials
 - a. Use healthy and vigorous plants that are Florida No. 1 Grade or better (as defined in Florida Department of Agriculture and Consumer Services, Grades, and Standards for Nursery Plants, Parts 1 and 2), free of mechanical injury, injury as a result of frost, insects, and insect eggs and without disfiguration and other objectionable defects. Select plant materials for shape, branching habits and natural characteristics which at maturity will produce a strong, full foliated specimen. Firmly wrap balled and burlapped plants (designated B & B) with burlap. A ball broken before or during planting will not be accepted.
 - 2. Fertilizer
 - a. Commercial grade, controlled release, granular fertilizer consisting of a blend of coated

prilled urea with iron included in a slowly soluble form, free flowing and uniform in composition conforming to Florida DOT Spec 982-1, and bearing the manufacturer's guaranteed statement of analysis by weight of 12 parts nitrogen, 12 parts phosphoric acid and 12 parts potash, plus complete micronutrients.

3. Peat

- a. Raw peat or Canadian, friable, clean, pulverized, free of foreign substance, and in air-dry condition.

4. Gravel

- a. Gravel shall consist of clean washed river rock, 3/4 inch to 1-3/4 inch in diameter and free of any foreign debris.

5. Mulch

- a. Mulch shall be Cypress Grade "B" or better, clean and free from weeds and other debris.

6. Water for Landscaping

- a. Water shall be free of acid, alkali, or organic materials and shall have a pH of
- b. 7.0 to 8.5. Provide all water needed for landscaping. Provide permanent or temporary piping and valves, and temporary trucks to convey water from the source to the point of use. Provide any meters required and pay for water used. Water shall be free of petroleum products, pesticides and other deleterious constituents.

B. Sodding

1. Sod

- a. Sod shall be supplied that is consistent with the type that is being restored. If grass is not existing, provide Argentine Bahia. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
- b. The sod shall have no visible broadleaf weeds when viewed from a standing position and the turf shall be visibly consistent with no obvious patches of foreign grasses. In no case may the total amount of foreign grasses or weeds exceed 2% of the total canopy. Florida Standard Grade sod shall be neatly mowed and mature enough that when grasped at one end it can be picked up and handled without damage. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling.

2. Fertilizer

- a. Commercial grade, controlled release, granular fertilizer consisting of blend of coated prilled urea with iron included in a slowly soluble form, free flowing and uniform in composition conforming to Florida DOT Specification 982-1, and bearing the manufacturer's guaranteed statement of analysis by weight of 12 parts nitrogen, 8 parts phosphoric acid and 8 parts potash, plus complete micronutrient including magnesium, sulfur, zinc, manganese, copper and boron.

3. Mulch

- a. The mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia

grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used. Mulch shall be free of weeds, weed seed and other deleterious material.

4. Source Requirements for Sod and Mulch

- a. Comply with all current restrictions for transporting sod and mulch material from or through quarantine areas for the white fringed beetle, witchweed, and West Indian sugar cane borer weevil, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, U.S. Department of Agriculture.

5. Water for Grassing

- a. Water shall be free of acid, alkali, or organic materials and shall have a pH of 7.0 to 8.5. Provide all water needed for grassing. Provide permanent or temporary piping and valves, and temporary trucks to convey water from the source to the point of use. Provide any meters required and pay for water used if the water is taken from a public water system. Water shall be free of petroleum products, pesticides and any other deleterious constituents.

2.03 FENCING

- A. Restoration of fencing removed or damaged during construction shall be accomplished using materials of equal or better quality and kind as those being restored. Re-installation of pre-existing fencing shall be accomplished if the materials are not damaged.

2.04 IRRIGATION SYSTEMS

- A. Restoration of irrigation system components disturbed, removed or damaged during construction shall be accomplished using materials of equal or better quality and kind. Pipes, valves, fixtures and other equipment shall be returned to their existing positions where practical. If relocation of irrigation equipment is necessary, consult OWNER before proceeding.

PART 3 - EXECUTION

3.01 GENERAL

- A. Construction and restoration activities are to be accomplished within seven days in such a manner as to minimize disruption and inconvenience to customers of the OWNER. Promptly and courteously respond to any inquiries from customers regarding restoration. Restoration shall, to the extent possible, result in the customer's property returning to pre-existing appearance and function.

3.02 CONCRETE

A. Removal

1. Remove driveways, sidewalks and curbs to the nearest expansion joint.

B. Foundation

1. Excavate or backfill to the required depth. Compact the foundation material upon which the sidewalk or driveway is to be set to at least 98 percent relative density to a depth of 12 inches, with an even surface, true to line, grade and cross section, and soaking wet at the time that the concrete is placed.

C. Installation

1. Concrete, reinforcement and forming shall comply with the requirements of Section 03103.

D. Backfilling and Compacting

1. After the concrete has set sufficiently, refill the spaces adjacent to the concrete to the required elevation with suitable material. Place and thoroughly compact as specified in Section 02665.

E. Testing

1. Sample and cure the concrete in accordance with ASTM C31, except take not less than three 6-inch by 12-inch cylinders for each 75 cubic yards poured or each day's pour if less than 75 cubic yards. A slump test may be taken in conformity with ASTM C143, and the cylinders shall be tested in accordance with ASTM C39.
2. Finished sidewalk shall be within 0.02 feet of elevations shown on plans, and no cracks other than at contraction joints.
3. Remove and replace all sidewalk that does not meet above requirements.

3.03 GRASS

A. Construction Methods - General

1. Provide and establish grass in all areas that are disturbed during construction (except areas to be paved, landscaped or covered with structures).
2. Provide sod 6 feet in all directions along utility trench and around valve bores and where indicated on plans.
3. When a length of disturbed areas have been graded and made ready, commence sod installation in accordance with these specifications. Incorporate sod into the project at the earliest practical time in the life of the contract to reduce potential erosion.
4. Sprinkle sod with water and protect from exposure to wind and direct sunlight until planted. Provide covering that will allow air to circulate so that heating will not develop.

B. Sodding

1. Incorporate sodding into the project at the earliest practical time in the life of the contract. Do not use sod which has been cut for more than three days. Stack any sod which is not planted within 24 hours after cutting and maintain properly moistened.
2. Place the sod on a prepared surface, with abutting joints. Fill any gaps or cracks between sod blocks with sod. Roll with a minimum one-ton roller to obtain an even surface. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas and project limits.
3. Where sodding is used in drainage ditches, stagger the setting of the pieces to avoid a continuous seam along the line of flow.
4. On areas where the sod may slide due to height and slope, peg the sod with pegs driven through the sod blocks into firm earth at suitable intervals. Replace any pieces of sod which, after placing, show an appearance of extreme dryness.

C. Mowing

1. Mow first when the grass reaches a height of 3 to 4 inches. Mow a second time when the grass reaches a height of 6 inches and before a seedhead occurs. Subsequent mowings should establish a uniform grass surface of 2-1/2 inches and be made before seedhead occurs. All mowings should be made with a cut height as low as possible to stop shading of the Bahia grass.
2. Mow sod to establish a uniform grass surface of 2-1/2 inches.

3. Provide equipment for mowing that does not rut the soil surface. Fill any ruts that are in excess of two (2) inches deep with native soil free from twigs and rocks larger than 1 inch in diameter. Temporarily suspend mowing operations when the soil is too wet to provide adequate support and traction for equipment.

D. Watering

1. Maintain a balanced watering program until the acceptance of work.
2. Apply water in sufficient quantities and as often as seasonal conditions require to keep the grassed areas moist.

E. Guarantee

1. Guarantee all grassed areas to be alive and in satisfactory growth at the end of the maintenance period (90 days).
2. Replace any grass that is dead or not in satisfactory growth, as determined by the OWNER or OWNER's representative. Guarantee new grassing for an additional 90 days.
3. The term "Satisfactory Growth" as used in this section is defined as even plant growth in healthy conditions without bare spots larger than one square foot in seeded areas and without bare spots in sodded areas. Bare spots larger than one square foot shall be regrassed. All sodded areas shall be maintained until satisfactory growth has been demonstrated. In the event that the subsequent stand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, effectively eliminate such undesirable growth, at the CONTRACTOR's expense.
4. Replace grass with the same variety as initially specified.

END OF SECTION

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SECTION 03103
FORMWORK, REINFORCING AND CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, testing and construction of the reinforced concrete elements described on the drawings.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. All concrete will be made from Type I cement and size #67 aggregate with a minimum 28- day compressive strength of 3,000 psi, slump 4 inches, + 1 inch, and with an ASTM C494, a water reducing admixture.

2.02 REINFORCEMENT

- A. Use deformed bars conforming to ASTM A615, Grade 60 and free from loose rust and scale. No welding is permitted.

2.03 FORMING

- A. Use forms of either wood or metal with a depth equal to the plan dimensions for the depth of concrete being deposited against them.

2.04 PREFORMED EXPANSION JOINT FILLER

- A. Unless otherwise specified, use bituminous type preformed expansion joint filler conforming to the requirements of ASTM Designation D994.

2.05 CURING COMPOUND

- A. ASTM C309, Type I, clear with fugitive dye or Type II, white pigmented. Use compounds that contain no ingredient which will adversely affect the bond of coatings or toppings.

2.06 ADMIXTURES

- A. Air entraining admixtures as specified in ASTM C260.

PART 3 - EXECUTION

3.01 FOUNDATION

- A. Excavate or backfill to the required depth. Compact the foundation material upon which the concrete is to be set to a minimum of 95 percent of the maximum density as determined by AASHTO T-180, with an even surface, true to line, grade and cross section, and soaking wet at the time that the concrete is placed.

3.02 FORMS

- A. Set the forms straight, free from warp or bends, and true to line and grade. Make the forms of sufficient strength when braced or tied to resist the pressure of the concrete without deviation from line and grade. Clean the forms each time they are used, and oil or saturate with water prior to placing the concrete.

3.03 REINFORCING

- A. Set bars in form and support so concrete will flow under them.

3.04 PLACING

- A. Place concrete in the forms to the required depth. Tamp and spade until mortar entirely covers its surface.

3.05 JOINTS

- A. Form expansion joints as shown on the drawings.

3.06 FINISHING

- A. Strike off the concrete by means of a wood or metal screed used perpendicular to the forms in order to obtain the required grade, and remove surplus water and laitance.
- B. Finish the concrete surface as shown on the drawings. The surface variations shall not be more than 1/4 inch under a 10-foot straight edge, nor more than 1/8 inch on a 5-foot transverse section.

3.07 CURING

- A. Continuously cure the concrete for a period of at least seven days. Commence curing after finishing has been completed and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Replace immediately any curing material removed or damaged during the curing period. Cure the concrete by wetting the wooden forms, covering the surface with set burlap, keeping the surface wet with water or using curing compound.
- B. It is the responsibility of the CONTRACTOR to select the appropriate curing method in response to climatic and/or site conditions occurring at the time of concrete placement. Implement the measures described in ACI 305 and 306 for protecting and curing concrete during hot and cold weather or use whatever other methods may be necessary.

3.08 JOINTS AND CRACKING

- A. Saw joints before the formation of uncontrolled cracking (i.e., cracking that occurs at locations other than construction, control or contraction joints) and as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing. Saw joints both during the day and night as required.
- B. Cracking: If the concrete cracks at locations other than at construction, control or contraction joints, if the defects are serious or affect the strength of the structure, or if patching does not satisfactorily restore the quality and appearance to the surface, the CONTRACTOR may be required to remove and replace the concrete in accordance with the provisions of this section, all at no additional cost to the OWNER.

3.09 BACKFILLING AND COMPACTING

- A. After the concrete has sufficiently set, refill the spaces adjacent to the concrete to the required elevation with suitable material. Perform earthwork in accordance with Section 02665.

3.10 TESTING

- A. Sample and cure the concrete in accordance with ASTM C31, except take not less than three 6-inch by 12-inch cylinders for each cubic yard poured or each day's pour if less than 75 cubic yards. A slump test may be taken in conformity with ASTM C143, and the cylinders shall be tested in accordance with ASTM C39.

END OF SECTION

SECTION 03600

GROUTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The scope of work involves the grouting of the space left void in the abandonment of the existing pipelines and structures. The work consists of furnishing all labor, equipment and materials and performing all work connected with the placement of the cementaceous grout to fill the void.

1.02 QUALITY ASSURANCE

- A. Grouting shall be performed by a crew under the direct supervision of a superintendent that has experience in grouting of this nature.
- B. Storage, mixing, handling and placement shall be in accordance with manufacturer's instructions and specifications.

1.03 SUBMITTALS

- A. Shop Drawings: Shop drawings shall be submitted in accordance with Division 1. In addition, the following shall be submitted to the Engineer for acceptance prior to construction.
 - 1. A detailed description of equipment and operational procedures to accomplish the grouting operation, including grout mixture design, grout mixer type, grout samples, and test data.
 - 2. A detailed description of the grouting time schedule.

PART 2 - PRODUCTS

2.01 GROUT MATERIAL

- A. The grout shall be a "flowable fill" consisting of a mixture of Type 1 Portland Cement, Type "F" Flyash (ASTM 618), sand and water.
- B. The mixture shall contain a minimum of 50 pounds cement and minimum of 400 pounds flyash per cubic yard of grout.

2.02 EQUIPMENT

- A. All grout shall be mixed with a high shear, high energy colloidal type mixer to achieve the best uniform density.
- B. The grout shall be pumped with a non-pulsating centrifugal or tri-plex pump.
- C. The mixer shall be capable of continuous mixing. Batch mixing shall not be permitted.

PART 3 - EXECUTION

3.01 GROUTING

- A. Grouting of the annular space due to the abandonment of the existing pipe will be allowed in continuous individually bulkheaded segments of up to 300 linear feet.
- B. Grout shall be placed in a maximum of three stages, with the initial stage volume equal to or greater than 50% of the total volume for that section of pipe being grouted. The maximum time wait between grouting stages shall be 24 hours.
- C. For each stage, mix and pump the material in one continuous process so as to avoid partial setting

of some grout material during that stage, thus, eliminating voids and possible subsequent surface damage due to "cave-ins".

- D. Each section shall be grouted by injecting grout from the lowest point and allowing it to flow toward the highest point to displace water from the annulus and assure complete void-free coverage. Grout shall be placed through tubes installed in the bulkheads at the insertion pits or manholes. Grout tubes shall be at least 2-inch nominal diameter.
- E. After the ends of each section of pipe are exposed, the entire space, not to exceed 300 linear feet end to end, shall be sealed by controlled pumping of grout until it flows from the pipe at the opposite end of the grouting. **Grouting shall be carried out until the entire space is filled.**
- F. Grout pressure in the void space is not to exceed five (5) psi above maximum hydrostatic groundwater level. An open ended, highpoint tap or equivalent vent must be provided and monitored at the bulkhead opposite to the bulkhead through which grout is injected. This bulkhead will be blocked closed as grout escapes to allow the pressuring of the annular space.

3.02 FIELD QUALITY CONTROL

- A. The quality of the grout, application of the equipment and installation techniques are the responsibility of the Contractor. The review and acceptance or approval of specific mix design, equipment or installation procedures shall in no way relieve the Contractor of his obligation to provide the final product as specified herein.

END OF SECTION

SECTION 05500
MISCELLANEOUS METAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and cut, remove, repair or otherwise modify parts of existing concrete structures or appurtenances as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Painting is included in Division 9.
- B. Equipment anchor bolts are included in Divisions 11 and 15.

1.03 SUBMITTALS

- A. Submit to the Engineer, in accordance with Section 01 33 00, shop drawings and product data showing materials of construction and details of installation for:
 - 1. Shop drawings, showing sizes of members, method of assembly, anchorage and connection to other members.
- B. Samples
 - 1. Submit samples as requested by the Engineer during the course of construction.
- C. Design Data
 - 1. Submit calculations sealed by a professional engineer registered in the State of Florida or submit load tables and test data demonstrating that the railing and their attachments will resist the loads specified in the 2017 Florida Building Code at the post spacing provided.
 - 2. Submit manufacturer's load and deflection tables for grating.
- D. Test Reports
 - 1. Certified copy of mill test reports on each aluminum proposed for use showing the physical properties and chemical analysis.
- E. Certificates
 - 1. Submit certification that the railing system is in compliance with OSHA requirements and the 2017 Florida Building Code.
 - 2. Certify that welders have been qualified under AWS, within the previous 12 months, to perform the welds required under this Section.

1.04 REFERENCE STANDARDS

- A. Aluminum Association (AA)
 - 1. ABH-21 Aluminum Brazing Handbook
 - 2. ASD-1 Aluminum Standards and Data
 - 3. DAF-45 Designation System for Aluminum Finishes
 - 4. SAA-46 Standards for Anodized Architectural Aluminum

B. American Society for Testing and Materials (ASTM)

1. ASTM A36 – Standard Specification for Carbon Structural Steel.
2. ASTM A48 – Standard Specification for Gray Iron Castings.
3. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
4. ASTM A108 – Standard Specification for Steel Bars, Carbon, Cold Finished, Standard Quality.
5. ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
6. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
7. ASTM A240 – Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels.
8. ASTM A276 – Standard Specification for Stainless Steel Bars and Shapes.
9. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 Psi Tensile Strength.
10. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
11. ASTM A366 - Standard Specification for Steel, Sheet, Carbon, Cold-Rolled, Commercial Quality.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A536 - Standard Specification for Ductile Iron Castings.
15. ASTM A570 - Standard Specification for Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality.
16. ASTM A593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
17. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
18. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
19. ASTM B429 - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
20. ASTM F593 – Standard Specification for Stainless Steel Bolts, Hex Caps Screws, and Studs.
21. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

C. American Iron and Steel Institute (AISI).

1. Specification for Structural Steel Buildings.

- D. American Welding Society (AWS)
 - 1. AWS D1.1 - Structural Welding Code Steel.
 - 2. AWS D1.2 - Structural Welding Code Aluminum.
 - 3. AWS D1.6 - Structural Welding Code Stainless Steel.
- E. Occupational Safety and Health Administration (OSHA)
- F. 2017 Florida Building Code. (FBC)
- G. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

- A. The work of this Section shall be completely coordinated with the work of other Sections. Verify, at the site, both the dimensions and work of other trades adjoining items of work in this Section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this Section that are to be built into the work of other Sections.
- C. All welding shall be performed by qualified welders and shall conform to the applicable AWS welding code. Welding of steel shall conform to AWS D1.1 and welding of aluminum shall conform to AWS D1.2.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver items to be incorporated into the work of other trades in sufficient time to be checked prior to installation.
- B. Repair items which have become damaged or corroded to the satisfaction of the Engineer prior to incorporating them into the work.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- B. Like items of materials shall be the end products of one manufacturer in order to provide standardization for appearance, maintenance and manufacturer's service.

2.02 MATERIALS

- A. Unless otherwise noted, materials for miscellaneous metals shall conform to the following standards:
 - 1. Structural Steel
 - a. W Shapes: ASTM A992, Gr.50
 - b. M Shapes: ASTM A36
 - c. S, C and MC Shapes: ASTM A36
 - d. L Shapes: ASTM A36

- | | |
|---|---|
| e. Plates, rods and Bars: | ASTM A36 |
| 2. HSS Rectangular Shapes: | ASTM A500, Grade B, 46 ksi |
| 3. HSS Round Shapes | ASTM A500, Grade B, 42 ksi |
| 4. Welded and Seamless Steel Pipe | ASTM A501 or ASTM A53, Type E or S, Grade B
Schedule 40. Use standard malleable iron fittings,
galvanized for exterior work |
| 5. Steel Sheets | ASTM A366 |
| 6. Gray Iron Castings | ASTM A48, Class 35 |
| 7. Ductile Iron Castings | ASTM B108 |
| 8. Aluminum Extruded Pipe | ASTM B429, Alloy 6063 T6 |
| 9. Aluminum Extruded Shapes | ASTM B221, Alloy 6061 T6 |
| 10. Aluminum Sheet and Plate | ASTM B209, Alloy 6061 T6 |
| 11. Stainless Steel Plates, Sheets, and Structural Shapes | |
| a. Exterior, Submerged or Industrial Use | ASTM A276, Type 316 (Type 316L for welded) |
| b. Interior and Architectural Use | ASTM A276, Type 304 |
| 12. Stainless Steel Bolts | ASTM F593, Type 316 |
| 13. Nickel-Aluminum Bronze Nuts | ASTM B150 |
| 14. Carbon Steel Bolts and Studs | ASTM A307, Grade A or

ASTM F1554, Gr. 36 (galvanized unless noted
otherwise) |
| 15. High Strength Steel Bolts, and washers | ASTM A325 (mechanically

Galvanized per ASTM B695, Class 50, where
noted) |
| a. Elevated Temperature Exposure | Type I |
| b. General Application | Type I or Type II |
| 16. Galvanizing | ASTM A123 Zn w/0.5 Percent minimum Ni |
| 17. Galvanizing, hardware | ASTM A153, Zn w/0.5 percent minimum |

2.03 ANCHORS, BOLTS AND FASTENING

- A. Furnish anchors, bolts, fasteners, etc., as necessary for installation of the work of this section or as specified for securing the work of other sections.
- B. Anchor bolt material shall be ASTM F1554, Grade 36, or ASTM A307, Grade A standard headed bolts with heavy hex nuts, Grade A washers, hot-dipped galvanized, unless noted otherwise on drawings.

- C. Unless otherwise noted, bolts for the connection of carbon steel or iron shall be steel bolts; bolts for the connection of galvanized steel or iron shall be galvanized steel or stainless steel bolts; and bolts for the connection of aluminum or stainless steel shall be stainless steel bolts.
- D. Unless otherwise noted, expansion anchors shall be zinc plated carbon steel wedge type anchors complete with nuts and washers. Type 316 stainless steel, wedge type anchors shall be used where they will be submerged or exposed to the weather or where stainless steel wedge type anchors are required. When the length or embedment of the bolt is not noted on the Drawings, provide length sufficient to place the wedge and expansion sleeve portion of the bolt at least 1-in behind the concrete reinforcing steel. Expansion anchors shall be Hilti, Kwick-bolt III or Kwik Bolt TZ; ITW Ramset; Redhead trubolt, or equal.
- E. Unless otherwise noted, adhesive anchors shall be a two-component chemical resin anchoring system. Capsules shall be self-contained, exactly premeasured amounts of polyester or vinyl ester resin, aggregate and hardener. Stud assemblies shall consist of a stainless steel type 316 all-thread anchor rod with washer nickel-aluminum bronze nut. Provide manufacturer's recommended installation tools for installing anchor components. Install anchors in full compliance with the manufacturer's recommendations. Adhesive anchor system shall be Hilti, HIT-RE 500 V3 or HIT-HY 200; Simpson Strong Tie, SET-XP Epoxy-Tie or Acrylic Tie; or approved equal.
- F. Anchors used in masonry construction shall be as indicated in Section 2.03.C above where anchors are installed into solid grouted cells. Additional, Hilti, HIT-HY 270 adhesive anchoring system, or approved equal, may also be used in grouted masonry construction. When fastening to hollow concrete block or brick, adhesive anchors shall be a three-part stud, screen and chemical dispenser anchoring system. Adhesive cartridges shall contain premeasured amounts of resin and hardener which are mixed and deposited in a screen tube by a dispenser. Stud assemblies shall consist of a stainless steel type 316 all-thread anchor rod with washer and nickel-aluminum bronze nut. Anchors shall be Hilti, HIT HY-20 System or approved equal.
- G. Automatic end welded headed anchor studs shall be flux ended studs made from cold drawn steel, ASTM A108 Grades C-1010 through C-1020. Headed anchor studs shall be Nelson, H4L Headed Concrete Anchors or equal.
- H. Machine bolts and nuts shall conform to Federal Specification FF-B-575C. Bolts and nuts shall be hexagon type. Bolts screws, washers and related appurtenances shall be Type 316 stainless steel. Nuts to be Nickle-Aluminum Bronze.
- I. Connection bolts for wood members shall be ASTM A307, galvanized where specified.
- J. Toggle bolts shall be Hilti, Toggler Bolt or equal.

2.04 METAL GRATING

- A. Grating shall have rectangular, 3/16-in thick, bearing bars spaced 1-3/16-in on center with cross bars spaced at 4-in on center. All grating panels shall be banded with a bar the same size as the bearing bars. All grating shall be slip-resistant.
 - 1. Grating shall not exceed the fabricator's maximum recommended span, and meet or exceed the following load and deflection criteria for the maximum span length at the opening being covered by the grating.
 - a. The grating shall produce a deflection of 1/360 of the span or less under a uniform live load of 100 lbs/sq ft on the maximum span.
 - b. The grating shall produce a deflection of 1/360 of the span or less under a concentrated live load of 300 lbs applied at the mid point of the maximum span.
 - 2. Openings 2-in or greater in diameter/dimension and grating edges shall be banded with a bar

of the same depth and thickness as the bearing bars. Cut bearing bars or cross bars shall be welded to the banding bar.

3. Provide trench grating with symmetrical cross bar arrangement.
4. Grating clamps, bolts, washers and other fastening devices for grating and grating supports shall be Type 316 stainless steel. Nuts to be Nickel-Aluminum Bronze. All grating shall be anchored to the supporting system using saddle clips.
- B. Aluminum grating material shall be aluminum alloy 6063-T6 with a mill finish. Cross bars shall be attached to the bearing bars with interlocked swaged joints. The grating shall be Type BS by IKG Borden, Houston, TX; Type 19 SG-4 by Ohio Gratings, Inc., Canton, OH; Type 19S4 by Seidelhuber Metal Products, San Carlos, CA or equal.
- C. Metal frames and supports for grating shall be of the same material as the grating unless otherwise shown on the Drawings. Where aluminum supports are used, they shall be fabricated from aluminum alloy 6061-T6.
- D. Aluminum Plank Grating:
- E. Materials: Meet requirements previously specified for aluminum grating.
- F. Design Loading: Meet requirements previously specified for aluminum grating.
- G. Aluminum Planks shall be 6" wide and have unpunched surfaces with cross hatched anti-skid surface. Provide 1-inch diameter hole with smooth edges at each end for each plank.
- H. Planks shall not lock with adjacent planks allowing the removal of individual plank without disturbing the adjacent planks.
- I. Coordinate plank layout as required to accommodate openings and penetrations for equipment. Provide additional aluminum cover plate as needed to ensure proper fit up with equipment and penetrations.
- J. Manufacturers: one of the following or approved equal:
- K. Aluminum Plank Grating Type HD-P by IKG Borden, Houston, TX .

2.05 RAILINGS

- A. Guardrails and railing systems shall comply with the requirements of OSHA and the FBC and shall be custom pre-engineered, mechanically fastened or welded pipe aluminum railing systems. Mechanically fastened railing system shall be TUFrail as provided by Thomson Fabrication Company or equal.
- B. Rails and posts shall be 6061-T6, 6063-T6 or 6105-T5. Splice and reinforcing sleeves, brackets, end caps, toeboards, etc, shall be aluminum alloy 6061-T6, 6063-T6 or 6105-T5 alloy. Cast fittings shall be aluminum alloy No. 214. Railing system fastening hardware shall be Type 316 stainless steel. After welding, aluminum shall be anodized. All railing, posts, toeboards and exposed aluminum shall be anodized with a clear architectural Class I satin finish providing a minimum coating thickness of 0.7 mils and a minimum coating weight of 32 milligrams per square inch in compliance with AA M10C22A41.
- C. Railings shall be 2 rail welded railing systems, as shown on the Drawings, fabricated with 1-1/2-in nominal diameter pipe. Posts shall be Schedule 80 pipe, and railing shall be Schedule 40 pipe, minimum. Posts and top rails shall be continuous. The top surface of the top railing at all points, including corners and terminations, shall be smooth and shall not be interrupted by projected fittings or posts. Spacing of posts shall not exceed 5-ft on center and shall be uniformly spaced except as otherwise shown on the Drawings. Posts will be required on each side of structure

expansion joints. All railing posts shall be vertical.

- D. Welds shall be circumferential welds ground smooth and even to produce a railing that is neat in appearance and structurally sound. Welding methods shall be in conformity with AWS standards for the materials being joined. All rail to post connections shall be coped and fastened by continuous welds. There shall be no burrs, sharp edges or protrusions on any weld on any part of the handrail system. After fabrication, the welds and surrounding area shall be cleaned and hand buffed to blend with the adjacent finish. All mechanical fasteners shall be unobtrusively located in countersunk holes with the top flush with the surface of the rail. Bends in the railing shall be as indicated by the Drawings. No distortion of the circular railing shape will be allowed. Bends and terminal sections shall be made without the use of fittings. Corner bends shall be mitered and welded bends.
- E. Railing shall be assembled in sections as long as practical but shall not be greater than 24-ft in length. A field splice shall be used when an assembled section is to be attached to another section. Field splices shall be used in all railing panels that cross over structure expansion joints.
 - 1. Field splices shall use internal splice sleeves located within 8-in of railing posts. The sleeve shall be welded to the rail on one side and fastened with a set screw to the rail on other side. The field splice shall be detailed to take the differential expansion between the railing system and the supporting structure.
 - 2. When the field splice occurs in a railing panel crossing a structure expansion joint, the sleeve shall be welded to the rail on one side and be free to slide in the rail on other side. The field splice shall be detailed to take the same movement as the structure expansion joint.
- F. The bases or supports for railing posts and handrail shall be the types indicated on the Drawings.
 - 1. Where non-removable railing is set in concrete, the posts shall be placed in 2-1/2-in diameter formed concrete openings and firmly caulked with a nonsulphur compound, hydraulic cement equal to Por-Rok by Minwax Construction Products Division Sterling Drug, Montvale, NJ. Collars shall be placed around the post bases and fastened in place with set screws on the side of the post away from the walkway. Posts shall be placed with the centerline 4-in from the edge of the concrete except that posts shall be set at the centerline of concrete curbs.
 - 2. Aluminum railing posts, which may collect condensation, shall have a 3/16-in drain hole drilled immediately above the concrete encased area, the base flange, or supporting socket on the side away from the walking area. The bottom of the rail post between the drain hole and the bottom of the post shall be filled with an inert material such as a compressed closed cell neoprene rod.
- G. Toeboards shall be provided on all railing adjacent to a drop in elevation of 4-ft or more. Toeboards are not required on the inclined portion of stairway railings or where concrete or steel curbs, 4-in or more in height, are present. Toeboards shall be 4-in high channels of the same material as the railing. The channels shall have a minimum thickness of 1/8-in and have flanges of not less than 3/4-in nor more than 1-1/2-in in width. Toeboards shall be positioned with a maximum clearance of 1/4-in from the floor and fastened to railing posts with 1/4-in stainless steel U-bolts, with J-bolts at corner posts and with clip angles and two 1/4-in stainless steel expansion bolts at walls. Toeboards shall not be welded to the posts. Connection to post shall allow expansion and contracting movements.
- H. All railings shall be properly protected by paper, or by an approved coating or by both against scratching, splashes or mortar, paint, or other defacements during transportation and erection and until adjacent work by other trades has been completed. After protective materials are removed, the surfaces shall be made clean and free from stains, marks, or defects of any kind.
- I. Aluminum shapes, including mounting brackets, in contact with concrete or a different type of

metal shall be separated by a 1/32" neoprene gasket or provided with a heavy coating of protective zinc chromate for separation of dissimilar materials.

- J. Safety gates, for railing openings, shall be fabricated of matching pipe and rail material and configuration. The gates shall be self-closing gates with approved stop, latch and stainless steel closure spring and hinges.
- K. Barrier chains, for railing openings, shall be fabricated of stainless steel chains. Chain shall be 1/4-in stainless steel links, with eleven links per foot as manufactured by Eastern Chain Works, Inc., NY; Lawrence Metal Products, Inc. or equal. Chains shall be fastened to the handrail posts at the elevation of each rail. One end of each chain shall be connected to one post with a 1/4-in diameter stainless steel eye bolt and the other end shall be connected to the other post by means of a heavy chromium plated bronze swivel eye slide harness snap and a similar eye bolt.

2.06 ACCESS HATCHES

- A. Access hatches shall have single or double leaf doors as indicated by the Drawings. The doors shall be 1/4-in aluminum diamond pattern plate with welded stiffeners, as necessary, to withstand a live load of 300 lbs/sq ft with a maximum deflection of 1/150th of the span. Hatches shall have a 1/4-in aluminum channel frame with a perimeter anchor flange or strap anchors for concrete embedment around the perimeter. Where hatch is supported by steel framing members, these members shall be modified as needed to support the hatch chosen. This includes the addition of angles, tube members, etc. Unless otherwise noted on the Drawings, use pivot torsion bars for counterbalance or spring operators for easy operation along with automatic door hold open. Hardware shall be durable and corrosion resistant with Type 316 stainless steel hardware used throughout. Provide removable lock handle. Finish shall be the factory mill finish for aluminum doors and frames with bituminous coating on the exterior of the frames in contact with concrete. Hatches shall be watertight and have a 1-1/2-in drainage coupling to the channel frame. Access hatches shall be Types as indicated on the Drawings by Bilco Company, New Haven, CT or equal.

2.07 MISCELLANEOUS ALUMINUM

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability. Holes shall be drilled or punched. Edges shall be smooth and without burrs. Fabricate supplementary pieces necessary to complete each item though such pieces are not definitely shown or specified.
- B. Connections and accessories shall be of sufficient strength to safely withstand the stresses and strains to which they will be subjected. Exposed joints shall be close fitting and jointed where least conspicuous. Threaded connections shall have the threads concealed where practical. Welded connections shall have continuous welds or intermittent welds as specified or shown. The face of welds shall be dressed flush and smooth. Welding shall be on the unexposed side as much as possible in order to prevent pitting or discoloration of the aluminum exposed surface. Grind smooth continuous welds that will be exposed. Provide holes for temporary field connections and for attachment of the work of other trades.
- C. Miscellaneous aluminum items shall include: beams, angles, closure angles, grates, hatches, floor plates, stop plates, stair nosings, and any other miscellaneous aluminum called for on the Drawings and not otherwise specified.
- D. Angle frames for hatches, beams, grates, etc, shall be complete with welded strap anchors attached.
- E. Aluminum diamond plate and floor plate shall have a minimum thickness of 3/8-in. Frames and supports shall be of aluminum construction. Fastening devices and hardware shall be Type 304 stainless steel. Plates shall have a mill finish.
- F. Stair treads for aluminum stairs shall have abrasive non-slip nosing as approved.

- G. Aluminum nosing at concrete stairs shall be Wooster Products, Inc.; Alumogrit Treads, Type 116; similar by Barry Pattern and Foundry Co.; Andco or equal. Furnish with wing type anchors and flat head stainless steel machine screws, 12-in on center. Nosing shall also be used at concrete ladder openings. Nosing shall a single piece for each step extending to within 3-in at each side of stair or full ladder width. Set nosing flush with stair tread finish at concrete stairs. Furnish treads with heavy duty protective tape cover.
- H. Miscellaneous aluminum items shall have a cleaned and degreased mill finish.

2.08 MISCELLANEOUS STEEL

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability. Holes shall be drilled or punched. Edges shall be smooth and without burrs. Fabricate supplementary pieces necessary to complete each item though such pieces are not definitely shown or specified.
- B. Connections and accessories shall be of sufficient strength to safely withstand the stresses and strains to which they will be subjected. Exposed joints shall be close fitting and jointed where least conspicuous. Threaded connections shall have the threads concealed where practical. Welded connections shall have continuous welds or intermittent welds as specified or shown. The face of welds shall be dressed flush and smooth. Grind smooth continuous welds that will be exposed. Provide holes for temporary field connections and for attachment of the work of other trades.
- C. Miscellaneous steel items shall include: beams, angles, lintels, metal stairs, support brackets, base plates for other than structural steel or equipment, closure angles, bridge crane rails, monorail hoist beams, holddown straps and lugs, door frames, splice plates, subframing at roof openings and any other miscellaneous steel called for on the Drawings and not otherwise specified.
- D. Structural steel angle and channel door frames shall be shop coated with primer. Frames shall be fabricated with not less than three anchors on each jamb.
- E. Steel pipe pieces for sleeves, lifting attachments and other functions shall be Schedule 40 pipe unless otherwise shown on the Drawings. Wall and floor sleeves, of steel pipe, shall have welded circumferential steel waterstops at mid-length.
- F. Lintels, relief angles or other steel supporting masonry or embedded in masonry shall be shop coated with primer.
- G. All steel finish work shall be thoroughly cleaned, by effective means, of all loose mill scale, rust and foreign matter and shall be given one shop coat of primer compatible with the finish coat after fabrication but before shipment. Paint shall be omitted within 3-in of proposed field welds. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces.
- H. Galvanizing, where required, shall be the hot-dip zinc process after fabrication. Coating shall be not less than 2 oz/sq ft of surface.

2.09 MISCELLANEOUS STAINLESS STEEL

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability. Holes shall be drilled or punched. Edges shall be smooth and without burrs. Fabricate supplementary pieces necessary to complete each item though such pieces are not definitely shown or specified.
- B. Connections and accessories shall be of sufficient strength to safely withstand the stresses and strains to which they will be subjected. Exposed joints shall be close fitting and jointed where least

conspicuous. Threaded connections shall have the threads concealed where practical. Welded connections shall have continuous welds or intermittent welds as specified or shown. The face of welds shall be dressed flush and smooth. Grind smooth continuous welds that will be exposed. Provide holes for temporary field connections and for attachment of the work of other trades.

- C. Miscellaneous stainless steel items shall include: beams, angles, bar racks and any other miscellaneous stainless steel called for on the Drawings and not otherwise specified.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install all items except those to be embedded in concrete or other masonry which shall be installed under Division 3 and Division 4 respectively. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown. Fastening to wood plugs in masonry will not be permitted.
- B. Abrasions in the shop primer shall be touched up immediately after erection. Areas left unprimed for welding shall be painted with primer after welding.
- C. Zinc coating which has been burned by welding, abraded, or otherwise damaged shall be cleaned and repaired after installation. The damage area shall be thoroughly cleaned by wire brushing and all traces of welding flux and loose or cracked zinc coating removed prior to painting. The cleaned area shall be painted with two coats of zinc oxide-zinc dust paint conforming to the requirements of Military Specifications MIL-P-15145. The paint shall be properly compounded with a suitable vehicle in the ratio of one part zinc oxide to four parts zinc dust by weight.
- D. Specialty products shall be installed in accordance with the manufacturer's recommendations.
- E. Expansion bolts shall be checked for tightness a minimum of 24 hours after initial installation.
- F. Install adhesive capsule anchors using manufacture's recommended drive units and adapters and in compliance with the manufacturer's recommendations.
- G. Headed anchor studs shall be welded in accordance with manufacturer's recommendations.
- H. All railings shall be erected to line and plumb with tightly fitted joints proving smooth transitions. For mechanically fastened systems provide gaps between connecting members no greater than 1/8" unless at designated expansion joints.
- I. All steel surfaces that come into contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation.
- J. Where aluminum contacts a dissimilar metal, apply a heavy brush coat of zinc-chromate primer followed by two coats of aluminum metal and masonry paint to the dissimilar metal.
- K. Where aluminum contacts masonry or concrete, apply a heavy coat of approved alkali resistant paint to the masonry or concrete.
- L. Where aluminum contacts wood, apply two coats of aluminum metal and masonry paint to the wood.
- M. Between aluminum grating, aluminum stair treads, or aluminum handrail brackets and steel supports, insert 1/4-in thick neoprene isolator pads, 85 plus or minus 5 Shore A durometer, sized for full width and length of bracket or support.

END OF SECTION.

SECTION 09811
FUSION-BONDED EPOXY LININGS AND COATINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, application, and testing of one part, fusion bonded, heat cured, thermosetting, 100% solids epoxy linings and coatings.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions.
- B. Submit manufacturer's catalog literature and product data sheets, describing the physical and chemical properties of the epoxy coating. Describe application and curing procedure.
- C. Submit coating application test records for measuring coating thickness and holiday detection for each item or pipe section and fitting. Describe repair procedures used.
- D. Submit information showing linings in contact with potable water meet the requirements of NSF Standard 61.

PART 2 - MATERIALS

2.01 PIPING AND EQUIPMENT SURFACES

- A. The CONTRACTOR shall require the equipment suppliers to provide equipment that is free of salts, oil, and grease to the coating applicator.
- B. The CONTRACTOR shall require pipe suppliers to provide bare pipe that is free of salts, oil, and grease to the coating applicator.

2.02 SHOP-APPLIED EPOXY LINING AND COATING

- A. Lining and coating shall be a 100% solids, thermosetting, fusion-bonded, dry powder epoxy resin: Scotchkote 134, or 206N; Valspar "Pipe Clad" or equal. Coating in contact with potable water must meet the requirements of NSF Standard 61. Epoxy lining and coating shall meet or exceed the following requirements:

Hardness (minimum)	Barcol 17 (ASTM D 2583) Rockwell 50 ("M" scale)
Abrasion resistance (minimum value)	1,000 cycles: 0.05 gram removed 5,000 cycles: 0.115 gram removed
	ASTM D 1044, Taber CS 17 wheel, 1,000-gram weight
Adhesion (minimum)	3,000 psi (Elcometer)
Tensile strength	7,300 psi (ASTM D 2370)
Penetration	0 mil (ASTM G 17)
Adhesion overlap shear, 1/8-inch steel panel, 0.010 glue line	4,300 psi, ASTM D 1002
Impact (minimum value)	100 inch-pounds (Gardner 5/8-inch diameter tup)

2.03 FIELD-APPLIED EPOXY COATING FOR PATCHING

- A. Use a two-component, 80% solids liquid resin, such as Scotchkote 306.

PART 3 - EXECUTION

3.01 SHOP APPLICATION OF FUSION-BONDED EPOXY LINING AND COATING--GENERAL

- A. Grind surface irregularities, welds, and weld spatter smooth before applying the epoxy. The allowable grind area shall not exceed 0.5 square foot per location, and the maximum total grind area shall not exceed 2 square feet per item or piece of equipment. Do not use any item, pipe, or piece of equipment in which these requirements cannot be met.
- B. Remove surface imperfections, such as slivers, scales, burrs, weld spatter, and gouges. Grind outside sharp corners, such as the outside edges of flanges, to a minimum radius of 1/4 inch.
- C. Uniformly preheat the pipe, item, or piece of equipment prior to blast cleaning to remove moisture from the surface. The preheat shall be sufficient to ensure that the surface temperature is at least 5°F above the dew point temperature during blast cleaning and inspection.
- D. Sandblast surfaces per SSPC SP-5. Protect beveled pipe ends from the abrasive blast cleaning.
- E. Apply a phosphoric acid wash to the pipe, item, or piece of equipment after sandblasting. The average temperature, measured in three different locations, shall be 80°F to 130°F during the acid wash procedure. The acid wash shall be a 5% by weight phosphoric acid solution. The duration in which the acid is in contact with the surface shall be determined by using the average temperature as tabulated below:

Pipe Temperature (°F)	Contact Time (seconds)
80	52
85	45
90	36
95	33
100	28
105	24
110	21
130	10

- F. After the acid wash has been completed, remove the acid with demineralized water having a maximum conductivity of 5 micromhos/cm at a minimum nozzle pressure of 2,500 psi.
- G. Apply lining and coating by the electrostatic spray or fluidized bed process. Minimum thickness of lining or coating shall be 12 mils. Heat and cure per the epoxy manufacturer's recommendations. The heat source shall not leave a residue or contaminant on the metal surface. Do not allow oxidation of surfaces to occur prior to coating. Do not permit surfaces to flash rust before coating.

3.02 SHOP APPLICATION OF FUSION-BONDED EPOXY LINING AND COATING TO PIPE-- ADDITIONAL REQUIREMENTS

- A. Apply lining and coating per AWWA C213 except as modified herein.
- B. Grind 0.020 inch (minimum) off the weld caps on the pipe weld seams before beginning the surface preparation and heating of the pipe.

3.03 QUALITY OF LINING AND COATING APPLICATIONS

- A. The cured lining or coating shall be smooth and glossy, with no graininess or roughness. The lining

or coating shall have no blisters, cracks, bubbles, underfilm voids, mechanical damage, discontinuities, or holidays.

3.04 FACTORY TESTING OF COATING--GENERAL

- A. Test linings and coatings with a low-voltage wet sponge holiday detector. Test pipe linings and coatings per AWWA C213, Section 5.5.2. If the number of holidays or pinholes is fewer than one per 20 square feet of coating surface, repair the holidays and pinholes by applying the coating manufacturer's recommended patching compound to each holiday or pinhole and retest. If the number of pinholes and holidays exceeds one per 20 square feet of coating surface, remove the entire lining or coating and recoat the item or pipe.
- B. Measure the coating thickness at three locations on each item or piece of equipment or pipe section using a coating thickness gauge calibrated at least once per eight-hour shift. Record each measured thickness value. Where individual measured thickness values are less than the specified minimum thickness, measure the coating thickness at three additional points around the defective area. The average of these measurements shall exceed the specified minimum thickness value, and no individual thickness value shall be more than 2 mils below or 3 mils above the specified minimum value. If a section of the pipe, item, or piece of equipment does not meet these criteria, remove the entire lining or coating and recoat the entire item or piece of equipment.

3.05 FIELD REPAIRS

- A. Patch scratches and damaged areas incurred while installing fusion bonded epoxy coated items with a two-component, 80% solids (minimum), liquid epoxy resin. Wire brush or sandblast the damaged areas per SSPC SP-10. Lightly abrade or sandblast the coating or lining on the sides of the damaged area before applying the liquid epoxy coating. Apply a two-part epoxy coating to defective linings and coatings to areas smaller than 20 square inches. Patched areas shall overlap the parent or base coating a minimum of 0.5 inch. If a defective area exceeds 20 square inches, remove the entire lining and coating and recoat the entire item or piece of equipment. Apply the liquid epoxy coating to a minimum dry- film thickness of 12 mils.

END OF SECTION

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SECTION 13300

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 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 the complete Process Instrumentation and Control System (PICS) for Oceans Lift Station at City of Port Orange, Florida. Training of the Owner's personnel is also included. The work is specified in this Section and as further specified in the following sections:
 - 1. Specification Section 13000: General
 - 2. Specification Section 13310: Field Instruments
 - 3. Specification Section 13315: Lift Station Control Panel
 - 4. Specification Section 13330: RTU
- C. All work covered by specification sections above shall be provided by the SYSTEM SUPPLIER defined in section 13000:
 - 1. Telemetry Process and Controls
 - 2. Rocha Controls
 - 3. Sta-con
 - 4. Approved Equal
- D. The SYSTEM SUPPLIER 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.
- E. The SYSTEM SUPPLIER 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.
- F. The ENGINEER may require modifications to the submitted graphics, reports and control logic without change to the contract price. All engineering development required by the SYSTEM SUPPLIER will be in accordance with the Conditions of this Contract.

- G. It is the intent of these Contract Documents that the SYSTEM SUPPLIER be retained by the Contractor to have overall responsibility for designing, furnishing, interfacing, adjusting, testing, documenting, and starting-up the various PICS equipment described in the Contract Documents. The specified intent is that the SYSTEM SUPPLIER will have overall responsibility for making sure the various systems, trades, suppliers, vendors, subcontractors, etc. come together as a complete coordinated system which will reliably perform the specified functions.
- H. The Contractor shall ensure that the SYSTEM SUPPLIER coordinates closely with suppliers of other specialty equipment, to ensure a fully operational and coordinated PICS.
- I. Instrumentation and control systems for this project are intended to be supplied completely under this section. All control panels shall be supplied through the SYSTEM SUPPLIER; however, some special control panels and devices specifically called out in other specification sections are to be part of those sections, furnished with that equipment. The instruments and controls shall, however, be furnished in conformance to and in coordination with, this section.
- 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 SYSTEM SUPPLIER shall be responsible for:
 - 1. The integration of the system including the RTU networking, computer system network, panel layouts and wiring, RTU programming and network communications programming.
 - 2. All hardware and software submittals. The SYSTEM SUPPLIER shall develop the panel shop drawings, wiring diagrams, plumbing diagrams, RTU and PICS hardware configuration drawings and layouts, software documentation, and all other submittals defined herein and in the specification sections identified in paragraph 1.01B hereof. Coordination with the Contractor and other subcontractors shall be the responsibility of the SYSTEM SUPPLIER.
 - 3. The final system operation and reliability. All required tests and training shall be under the on-site supervision of the SYSTEM SUPPLIER.
 - 4. Ordering, fabrication, assembly, delivery and start-up of the PICS. All panel fabrication defined in Specification Section 13315 shall be performed at the SYSTEM SUPPLIER's shop.
 - 5. Obtaining from the Contractor the required information on those field elements, equipment starters, 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.
 - 6. 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.

7. 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.
8. Providing any special manufacturer's cables required.
9. Defining the final installation and connection requirements of the PICS at the jobsite through development of interconnection diagrams.
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. Ensuring 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.

L. The Contractor shall be responsible for:

1. Including within the electrical subcontractor's scope:
 - a. 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.
 - b. Installation and termination of all specialty cables furnished by the SYSTEM SUPPLIER.
2. Including within the mechanical subcontractor's scope installation of any in-line instrumentation. Installation shall be made in accordance with the manufacturer's recommendations and under the direction of the SYSTEM SUPPLIER.
3. Equipment storage and protection until installed following the storage and handling instructions recommended by the SYSTEM SUPPLIER. Anti-static and winterization requirements shall be per the SYSTEM SUPPLIER's instructions and the SYSTEM SUPPLIER shall periodically verify that these instructions are followed.
4. Incorporating all necessary components into the system. Schedules included in the referenced specification sections do not necessarily indicate the complete component requirements of the PICS.
5. Ensuring that the SYSTEM SUPPLIER coordinates work with other Divisions and Sections of the Specifications.
6. 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.

7. 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.
- M. Equipment found to be defective prior to system acceptance shall be replaced and installed at no additional cost to the Owner.
- N. In the bid price, the SYSTEM SUPPLIER shall provide for obtaining the services of authorized field personnel from the manufacturers 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.

1.02 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. Divisions 11 - Field devices such as pump motors, solenoid valves, etc. and local control panels for specialized subsystems such as chemical feed systems, etc. are supplied and installed.

1.03 SYSTEM DESCRIPTION

- A. The PICS will be comprised of the following major elements:
 1. Field Instruments. Field instruments monitor process parameters necessary for monitoring and control of the lift station processes.
 2. Lift Station Control Panel (LSCP) with RTU, OIT, Cellular Router, Solar PV and controller, Rain Gauge, Alarm and Area lights and other electrical components i.e. Termination Cabinet (TC).
 3. RTU. All automated control of lift station processes shall be provided by Hydra Services - Hydralink (RTU).
 - a. The RTU shall be a Hydralink Pump Controller furnished in Lift Station Control Panel (LSCP), a rack mounted NEMA 4X steel enclosure It shall monitor and control all processes.
 - b. LSCP shall be provided with an Operator Interface Terminal (OIT) to provide local operator interface to the processes with which RTU interfaces.
 4. The RTU shall communicate with the Cellular router via Hydralink protocol. The communication system shall be configured between the station and the City's SCADA.

1.04 SYSTEM INTEGRATION PLAN

- A. Prior to any other shop drawing submittals the SYSTEM SUPPLIER shall submit a System Integration Plan (SIP). Other submittals received before this submittal 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. Field.
 - 2. RTU.
 - 3. System Inputs and Outputs.
 - 4. Network/communications.
- C. Field. Provide an Excel spreadsheet that covers all field instruments. For each instrument define the following:
 - 1. Tag Number.
 - 2. Instrument Type.
 - 3. Specification Section supplied under.
 - 4. Signal Type.
 - 5. Range or On/Off states as applicable.
- D. RTU. Provide an Excel spreadsheet that covers all new RTU. For each, define the following:
 - 1. RTU Designation Number.
 - 2. Location.
 - 3. A list of I/O modules (existing and new individually identified) that will exist at project completion.
- E. 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.
- F. Network/communications. This shall provide a tabular listing identifying the following:
 - 1. Ethernet switches listed by port and including spares.

2. Connected equipment to each port.
 3. Spreadsheet listing all network connected components. For each, identify the network connection point and proposed or existing IP address.
- G. Following RTU 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.

1.05 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 OIT/HMI operator screens.
 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 t.

1.06 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 2021. Provide AutoCAD files on a USB flash drive.
- 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.

1.07 QUALITY CONTROL

- A. Base bids for the SYSTEM SUPPLIER shall be as listed in the Contract Proposal. 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, RTU 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 insure 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.

1.08 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. For field mounted devices, provide protector enclosures to the electrical Subcontractor for mounting and installation.

1.09 WARRANTY AND GUARANTEES

- A. In accordance with Division 1, the SYSTEM SUPPLIER 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 SYSTEM SUPPLIER shall guarantee all equipment whether or not of his own manufacture.

1.10 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 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 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. The first meeting will be held 30 days after award of the Contract to the Contractor. The Contractor 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.

3.02 PAYMENTS

- A. General: All work provided under this Section and its associated Sections for the PICS shall be paid for in accordance with the approved payment Schedule of Values submitted by the Contractor. The approved Schedule of Values will be the basis for partial payment for work provided for the PICS.
- B. Partial Payment for Work Completed: The breakdown in the Schedule of Values allows for the partial payment of work completed for the PICS. Before partial payment is considered for approval, each specific activity must be completed.
- C. Substantial Completion: Substantial Completion for the project is as defined in the General Conditions. However, the following requirements must be fulfilled before consideration will be given for Substantial Completion of the PICS:
 - 1. All PICS submittals have been completed.
 - 2. The PICS has successfully completed the Demonstration Tests.
 - 3. The required Owner training has been implemented.
 - 4. All spares, expendables, and test equipment have been received by Owner.
- D. Final Acceptance: PICS final acceptance is defined as the date when the ENGINEER issues a written notice of final acceptance. For this Section, the following must have been completed before consideration will be given to the issuance of notice of final acceptance:

1. All punch-list items have been checked off.
 2. Revisions to the PICS O&M Manuals have been made (that may have resulted from the Demonstration Tests).
- E. Partial Payment Limits: The partial payments for work provided for the PICS shall satisfy the following limiting maximum criteria (percentages of the lump sum pay item for the PICS):
1. Submittals (not including O&M Manuals)..... 15%
 2. Training 5%
 3. O&M Manuals..... 5%
 4. Demonstration Tests..... 10%

3.03 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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, the ENGINEER, all affected suppliers, 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.

3.08 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. Toward the end of these checkout tests, download the HMI software and 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.

3.09 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.

3.10 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.

PART 4

Loop Check-out Sheet

Project Name:		Owner's Project No. (if applicable):				Page of	
Project Owner:		Regulatory Agency Project No. (if applicable):					
HDR Project		Date:					
LEAK AND TERMINATION/CONTINUITY CHECKS							
	FIELD					CONTROL CAB	
DESCRIPTION	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.	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 Point	Set

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		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)

[illegible]

Certified by:_____

Date Certified:_____

END OF SECTION

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SECTION 13310

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

FIELD INSTRUMENTS

PART 1 GENERAL

1.01 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 as applicable.

1.02 RELATED WORK

- A. Specification Section 13000 defines work and general requirements associated with the overall PICS.
- B. Specification Section 13315 defines work associated with the control panels that interface the field instrumentation into the overall PICS.

1.03 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. Complete part numbers for all instruments, including any options, shall be identified. Provide manufacturer's data that correlates to the complete part number including all options.
 - 3. 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.
 - 4. Installation details for all field mounted devices to show conformance with the Contract Documents.
 - 5. Configuration documentation for all programmable devices to indicate actual settings used to set the device scale, range, trip points, and other control parameters.

PART 2 PRODUCTS

2.01 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.
 - 2. 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.
 - 3. Valve, Ball: Shall be stainless steel ball valves, Whitey Series 40, Hoke Flamite Series 7100, or equal.
- C. All instruments shall be provided with mounting hardware and floor stands, wall brackets, or instrument racks.
- D. 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.
- E. All transmitters located outside shall be equipped with sunshields.

2.02 SURGE PROTECTION

- A. Surge suppressors and arrestors meeting the requirements of ANSI Standard C-62.41 (latest revision) shall be provided as further detailed below.
- 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, conduit mounted enclosure.
 - 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.

2.03 FIELD INSTRUMENTS

- A. Provide the field instruments shown on the Contract Drawings and as further defined herein.
- B. RADAR Level Sensor. The system shall consist of a sensor (Level Element, LE) that uses a non-contact RADAR measurement technique to measure the liquid level in a vessel, tank or basin, interconnecting cable, and electronics unit that produces an analog signal proportional to level (Level Indicating Transmitter, LIT).
1. System Performance:
 - a. Overall system accuracy shall be plus or minus 0.25 percent of span or 0.1 inches, whichever is greater, automatically compensated for temperature.
 - b. The electronics unit shall contain preset algorithms containing the necessary factors to convert a weir level into a flow value.
 - c. The system shall be field calibratable without the use of external calibrators.
 2. Sensor Materials:
 - a. Chemical tank locations – All Teflon.
 - b. Other locations – PVC and Teflon.
 3. Ratings:
 - a. Electronics Unit – NEMA 4X.
 4. Electrical:
 - a. Operating voltage supply: 12 to 35 Volts DC up to 22 mA
 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.
 - c. Electronic unit display: 16 character, backlit LCD.
 6. Manufacturer, Model series:
 - a. VegaPuls C-21, intrinsically safe, with Vega Mounting Bracket Series

- b. Approved equal.
- C. Pressure Transducer. The pressure transducer shall sense variations in pressure and produce a standard current output signal linear with gage pressure (Pressure Indicating Transmitter, PIT), differential pressure (Differential Pressure Indicating Transmitter, DPIT), flow via square root extraction of differential (Flow Indicating Transmitter, FIT) or, via inference, level (Level Indicating Transmitter, LIT). The transducer shall use a diaphragm activated cell method to monitor process pressure via impulse piping connected through a valve manifold and, where noted, diaphragm seals.
 - 1. Performance:
 - a. Total accuracy of less than or equal to 0.2% of span for +/- 50 degree temperature changes from 1:1 to 10:1 range down.
 - b. Adjustable zero and span values anywhere within the nominal range.
 - c. Differential transducers shall provide direct reading or integral square-root extraction.
 - 2. Materials:
 - a. Metallic Wetted parts – 316 Stainless Steel.
 - b. Wetted O-rings – Glass filled TFE.
 - c. Fill liquid - NSF approved for use in drinking water applications.
 - d. Electronics Housing – Low copper aluminum with polyurethane paint.
 - e. Mounting hardware – 316 Stainless Steel.
 - 3. Ratings:
 - a. Enclosure – NEMA 4X
 - 4. Electrical:
 - a. Transmitter excitation: 10.5 to 32 Volts DC at up to 18 mA.
 - 5. Options:
 - a. Provide surge/lightning protection within the transmitter.
 - b. Provide 3-way SS valve manifold.
 - c. Provide integral LCD indicator with displayed value in process units.
 - d. Provide minimum half inch process connection.
 - 6. Manufacturer, Model series:
 - a. Blue Ribbon.
 - b. Approved equal.
- D. Rain Gauge:
 - 1. Provide Rain Gauge tipping bucket , 8" collector. Texas Electronics TR-525USW or approved equal.
- E. Limit Switch. The limit switch shall detect the closed position of a hatch, door, check valve etc. by means of an actuator. The actuator shall energize the switch while the door is closed. The SYSTEM SUPPLIER is responsible for the proper selection of the limit switch for every application.

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
- F. 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 mercury 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
 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 supports/mounting accessories as required.
 5. Manufacturer, model:
 - a. Anchor Scientific, Roto-float type S
 - b. Approved equal.

PART 3 EXECUTION

3.01 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. 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 16, Electrical.
- C. Fully calibrate each instrument.

END OF SECTION

SECTION 13315

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

CONTROL PANELS

PART 1 GENERAL

1.01 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 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.
- D. Size control panel to adequately dissipate heat generated by equipment mounted inside or on the panel front face.
- E. SYSTEM SUPPLIER shall furnish the following control panels.
 - 1. Lift Station Control Panel (LSCP).

1.02 RELATED WORK

- A. Specification Section 13300 defines work associated with the overall PICS,
- B. Remote Telemetry Unit (RTU) are to be mounted in control panels hereunder. RTU are defined in Specification Section 13330.
- C. The panels defined hereunder are installed under Division 15, Mechanical.

1.03 SUBMITTALS

- A. Submit the following control panel 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 RTUs 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

2.01 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.

2.02 LIGHTNING/SURG 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. 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/model:
 - a. Phoenix Contacts
 - b. No substitutions
- 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 by 20 microseconds combination wave.
 5. Manufacturer/model:
 - a. Phoenix Contact
 - b. No Substitutions
- D. Single phase 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/model:
 - a. Phoenix Contact
 - b. No substitutions
- E. 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/model:
 - a. Phoenix Contact
 - b. No substitutions
- F. Three phase AC Power. Lightning and surge protectors for 480 VAC power supply lines shall meet the following criteria:
1. Designed specifically for three phase 480/277 VAC wye connected power supply lines.
 2. Wall mountable IP66/NEMA 4x stainless steel enclosure.
 3. Failure indicators.
 4. Response time of less than twenty-five nanoseconds.
 5. Capable of withstanding up to 50,000 amp surge current per phase.
 6. Manufacturer/model:
 - a. Phoenix Contact SYSTEMTRAB 2800718.

- b. Approved equal.

2.03 LIFT STATION CONTROL PANEL

- A. The Lift Station Control Panel (LSCP) shall be NEMA 4X stainless steel rack mounted.
- B. The LSCP shall contain the following major elements:
 - 1. PICS equipment.
 - 2. Backup float Relay Logic.
 - 3. RTU
 - 4. OIT mounted on the face of the control panel
 - 5. Cellular Router for connectivity back to the WRF
 - 6. System human-machine interface (HMI) interface
 - 7. UPS
 - 8. Solar controller
- C. PICS equipment shall be as shown on the Instrumentation Drawings and as defined in Division 13.
- D. Electrical equipment shall be as shown on the Electrical Single Line Drawing and as defined in Division 16.
- E. Relay logic as depicted in the Electrical Elementary Drawings shall be provided to control the pumps in the event of failure of the automatic RTU control functions. The logic shall be powered by its own dedicated Uninterruptible Power Supply.
- F. The LSCP shall be force ventilated. Intake louvers shall be high and exhaust fan shall be low. Aluminum sunshields shall be provided on the top, sides and front of the enclosure
- G. PICS equipment shall include external Solar PV panel, Alarm and Area light, Rain Gauge.

2.04 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. Stainless steel panels shall be No. 4 milled, 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 relay option card for indication of "On UPS Power" and "Low Battery Level".
 - d. For outdoor panels provide an UPS and battery rated for operation at up to 50 degrees C.
2. Provide two diode-auctioneered DC power supplies for analog signal use.
3. Provide individually fused DC power for field transmitters.

K. 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.

L. Wiring:

1. Power wiring shall be 300 volt, type THWN stranded copper, No. 14 AWG size, for 120V service.
2. Discrete wiring shall be 300-volt type THWN 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.

M. 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.

N. 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.

O. All panels shall be manufactured items, Hoffman Engineering, or equal.

2.05 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, or equal.

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. Square D Class 9001, Type K; Allen-Bradley type 800T, or equal.

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. Square D Class 9001, Type K; Allen-Bradley type 800T, or equal.

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. Square D type K, Allen-Bradley Type 800T, or approved equal.

2.06 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. Potter & Brumfield series KRPA or approved equal.

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. Magnecraft series W211 or approved equal.
7. Adjustable 0-60 seconds

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. Phoenix Contact or approved equal.

2.07 EXTERNAL PANEL COMPONENTS

A. Solar PV and Controller:

1. Provide Solar PV sized for adequate alternative power to DC circuit within RTU within the LSCP. Solartech or approved equal.
2. Provide Solar PV mounting bracket suitable for wind loads up to 150 MPH. Sunwise or approved equal.
3. Provide Solar controller , Moring Star (Sunsaver) or approved equal.

B. Alarm Light :

1. Red ,50 W, 120V , Edwards Signaling (125STRNR120A) or equal

C. Rain Gauge:

1. Provide Rain Gauge tipping bucket , 8” collector. Texas Electronics TR-525USW or approved equal

2.08 SPARES AND EXPENDABLES

A. Provide the following spare parts:

1. One spare d.c. power supply of each type provided.
2. Five spare relays of each type provided.
3. Two spare surge protection devices of each type provided.

B. Provide the following expendables:

1. Two year supply of corrosion inhibitor capsules
2. Ten spare fuses of each type and rating supplied.
3. Ten spare indicator light bulbs of each type and color supplied.

PART 3 EXECUTION

3.01 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

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SECTION 13330
PROCESS INSTRUMENTATION AND CONTROL SYSTEM
REMOTE TELEMETRY UNIT RTU

PART 1 - GENERAL

1.01. Scope of Work

- A. The Specification Section defines requirements for RTU integrated into the Lift Station Control Panel (LSCP) for remotely located lift stations for City of Port Orange.
- B. The RTU shall be furnished, programmed, installed and made fully operational by the SYSTEM SUPPLIER defined in Specification Section 13300.
- C. The RTU hardware manufacturer shall be:
 - 1. Hydra Service, Inc. – Hydralink System. No equal.

1.02. General Specifications

- A. Basis of site communications shall be cellular utilizing the latest IoT (Internet of Things) hardware and service providers
- B. All communications (router) hardware shall be off the shelf “non-proprietary” devices. Owners shall be able to utilize existing devices or purchase new devices not tied to a specific manufacturer. Secured internet connection is all that is required.
- C. Owner shall acquire cellular data plan directly from IoT M2M providers. Manufacturers that resell data and require contracts for cellular service shall not be considered.
- D. Owner shall own “on-premise” all software and hardware to communicate, display, historically log, and notify for alarms. No third-party servers, remote web servers, or remote callout will be acceptable.
- E. Equipment must be compatible of communicating with standard HMI packages such as VT SCADA, IFix, Wonderware, etc.
- F. All field units shall be interchangeable without the need for custom code
- G. All field units shall be capable of communications site to site and shall allow any input at master site to control any output at any remote site(s).
- H. System shall be a complete “ICT System” (install, configure, test) without the need for additional programming.
- I. The communications system shall not require any Virtual Private Networks for site connectivity.

- J. Customer shall have access to an escrow repository for all Hydralink source code in the event the product is no longer supported by the manufacturer.

1.03. Related Work

- A. Specification Section 13300 defines general requirements for the Work.
- B. Specification Section 13315 defines requirements for the control panels.
- C. Specification Section 13320 defines requirements for the graphic screens.

1.04. Submittals

- A. Furnish the submittals in accordance with the related Specification Sections.

PART 2 - PRODUCTS

2.01. Hardware

- A. Hydralink Pump Controller :
 - 1. Unit shall be DIN rail mountable
 - 2. On-site configuration, process viewing, and historical log viewing shall be accomplished via any VNC connection or Hydralink 5" / 7" touch screen display. Unit shall be fully functional without VNC or display after configuration is complete.
 - 3. All inputs and outputs shall be fixed operation – all inputs that are not used can be added to SCADA HMI as spare.
 - 4. Hardware shall have the following inputs and outputs:
 - a. Fourteen (14) sourced digital inputs (Pump 3 Inputs if not used are spare)
 - 1) Pump Running (1-3)
 - 2) Pump Seal Fail (1-3)
 - 3) Pump In Auto (1-3)
 - 4) Phase Loss
 - 5) Battery Low
 - 6) Generator Running
 - 7) High Level Float
 - 8) Redundant Control Active
 - b. Eight (8) relay outputs (configurable 2-5) functions below:
 - 1) Pump Call (1-3)
 - 2) Station Pump Cut
 - 3) Alarm Active
 - 4) Alarm buzzer Reset
 - 5) Router power cycle
 - 6) PLC power cycle

- 7) Redundant Control Reset
- c. Two (2) 4-20mA analog inputs
 - 1) Wetwell Level Transmitter
 - 2) Pressure Transmitter (Force Main or Water)
- d. Two (2) 4-20mA analog outputs
 - 1) VFD Control
 - 2) VFD Control
- e. Two (2) ethernet ports
 - 1) Router Internet connection
 - 2) VNC or Display Connection
- 5. Hardware IO Expansion and Modbus Expansion
 - a. The unit shall have plug and play / Configuration Wizard selectable expansion IO
 - b. The unit shall have plug and play / Configuration Wizard selectable modbus communications to specific Modbus compatible phase monitors to read phase to phase or phase to Neutral voltages for each leg and read the fault code of the failure event (phase reversal, over, under, loss of leg, imbalance)
- 6. Graphics shall include the following selectable displays
 - a. Submersible
 - b. Smith and Loveless above grade
 - c. IEEE grey scale
- 7. Upon initial deployment or reset to default, a wizard shall be available to configure the following operations:
 - a. Controller operation
 - 1) Duplex/Triplex
 - 2) Constant/Variable Speed control
 - 3) Communications Type (None, Hydralink, Modbus)
 - 4) Graphics type – Submersible, Smith and Loveless, or Greyscale
 - b. Ethernet Connection
 - c. Hydralink Communication
 - d. Site to Site control operations
- 8. The integrated pump controller shall function as follows:
 - a. Alternation between pumps for each cycle or timed (8, 12, or 24Hr)
 - b. Forced alternation in the event any currently running or called pump fails
 - c. Setpoints for all control and alarm operation when using a transducer
 - d. Setpoints for all control and alarm timers
 - e. Analog scaling blocks for both analog inputs and failure alarms
 - f. Software Auto/Off selector
 - g. Historical logging for all triggered alarms
 - h. Wet well level bar graph and control display shall include the following:
 - 1) Scaled to actual wet well depth

- 2) Display each control setpoint level scaled to depth
 - 3) Display lowest invert level scaled to depth
 - 4) Display the actual wet well level scaled to depth
 - 5) Indicate alarm when level is above or below setpoints
 - 6) Level simulator with touch screen slider to test operations
 9. Units shall have a HELP button relative to each configuration and operation screen.
 10. Units shall be powered with 24VDC.
 11. The unit shall be capable of communicating via cellular router utilizing Hydralink protocol. Any cellular router capable of passing internet traffic utilizing the owners SIM cards shall be compatible.
 12. Communication updates shall be as follows:
 - a. Immediate (after debounce delay) for any status change – alarms, digital input (pump status), analog value
 - b. Time based for analog or digital status – in the event an update is not sent for a status change for “x” minutes the values are sent, max resolution for trending
 - c. Setpoint and configuration changes – sent on HMI or local changes only
 - d. Totalizers – sent once a day at “XXXX” time or when requested from HMI
 13. Controller units shall be model Hydralink Control.
- B. Monitoring Unit
1. Unit shall be DIN rail mountable.
 2. On-site configuration, process viewing, and historical log viewing shall be accomplished via any VNC connection or Hydralink 5” / 7” touch screen display. Unit shall be fully functional without VNC or display after configuration is complete.
 3. All inputs and outputs shall be dynamically configurable.
 4. Hardware shall have the following inputs and outputs:
 - a. Ten (10) sourced digital inputs shall be configurable as follows:
 - 1) Choice of 20 labels – name of input
 - 2) Selectable for Alarm, RTM, Counter with time delay
 - 3) Control any output if state is true
 - 4) Operator notes available to allow description of operation
 - b. Eight (8) relay outputs shall be controllable from any configured input
 - c. Two (2) analog inputs shall be configurable as follows:
 - 1) Choice of 15 labels – name of input
 - 2) Selectable for Alarm, Totalizer with time delays
 - 3) Three control/alarm setpoints – (High, Low, and Signal Fail)
 - 4) Control any output with (High, Low, or Signal Fail)
 - 5) Totalizer selectable for Gallons, KGallons, or MGD
 - 6) Scaling and decimal setpoints
 - d. Two (2) ethernet ports:

- 1) Router internet connection
 - 2) VNC or display connection
5. Configuration screens shall be available for the following:
 - a. Hydralink Communications
 - b. Site to Site Configuration
 - c. Password protection
 - d. Input / Output configuration
6. Units shall have a HELP button relative to each configuration and operation screen.
7. Units shall be powered with 24VDC.
8. The unit shall be capable of communicating via cellular router utilizing Hydralink protocol. Any cellular router capable of passing internet traffic utilizing the owners SIM cards shall be compatible.
9. Communications updates shall be as follows:
 - a. Immediate (after debounce delay) for any status change – alarms, digital input, analog value
 - b. Time based for analog or digital status – in the event an update is not sent for a status change for “x” minutes the values are sent, max resolution for trending
 - c. Setpoint and configuration changes – sent on HMI or local changes only
 - d. Totalizers – sent once a day at “XXXX” time or when requested from HMI
 - e. Monitoring units shall be model Hydralink Monitor.
- C. General Information for the Control and Monitoring Unit
 1. Power Supply 20.4 – 28.8 VDC
 2. 0.46A @ 24VDC
 3. IP20 / NEMA 1 Housing
 4. -20 to 55 C Deg. Operation Temperature
 5. 5 to 95 % Non-Condensing Relative Humidity

PART 3 - EXECUTION

3.01. SCADA Programming.

- A. All graphics shall meet the standards defined in Specification Section 13320.
- B. Provide OIT graphic screens for each RTU that illustrate all station parameters and equipment status, Provide pop-up windows as required to allow operators to modify setpoints or HMI control of equipment.
- C. Replicate the OIT graphics on HMI.

- D. Also provide a lift station overview screen on HMI depicting the geographical location of the WWTP and all lift stations. Each location shall be indicated with a circle colored to indicate status as follows:
1. Green – operating normally.
 2. Red – communications loss.
 3. Yellow flashing – unacknowledged station alarm.
 4. Yellow – acknowledged but not yet cleared station alarm.

3.02. Training

- A. Provide one day of hardware training for up to two Owner personnel on the maintenance and use of the hardware.
- B. Provide one day of operator training for up to four Owner personnel on the use of the graphics.

3.03. RTU Inputs/Outputs

- A. The required RTU inputs and outputs are listed in the Table below. At each lift station, disable unused signals within the Controller.

Tag Number		Description	Type
LS-A	0**0	Call LEAD Pump Level	DI
LS-B	0**0	Call LAG1 Pump Level	DI
LS-C	0**0	Call LAG2 Pump Level	DI
LSHH	0**0	High Level	DI
LSL	0**0	Stop Pumping Level	DI
LSLL	0**0	Low level	DI
LT	0**0	Level	AI
HS	0**1	Pump 1 In Remote	DI
MC	0**1	Pump 1 Control	DO
RS	0**1	Pump 1 Running	DI
SC	0**1	Pump 1 Speed Control	AO
ST	0**1	Pump 1 Speed	AI
XS	0**1	Pump 1 Fault	DI
HS	0**2	Pump 2 In Remote	DI
MC	0**2	Pump 2 Control	DO
RS	0**2	Pump 2 Running	DI
SC	0**2	Pump 2 Speed Control	AO
ST	0**2	Pump 2 Speed	AI
XS	0**2	Pump 2 Fault	DI
HS	0**3	Pump 3 In Remote	DI
MC	0**3	Pump 3 Control	DO
RS	0**3	Pump 3 Running	DI
SC	0**3	Pump 3 Speed Control	AO
ST	0**3	Pump 3 Speed	AI

Tag Number		Description	Type
XS	0**3	Pump 3 Fault	DI
PT	0**5	Discharge Pressure	AI
FT	0**6	Discharge Flow	AI
YS	0**8	RTU Intrusion	DI
ESL	0**9	Low UPS Battery	DI
XS	0**9	Power Loss	DI

END OF SECTION

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SECTION 15075
CONNECTIONS BETWEEN DISSIMILAR MATERIALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials and installation of connections used to join pipes and fittings made of dissimilar materials.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions.

PART 2 - MATERIALS

2.01 GENERAL

- A. All pipe-to-pipe and pipe-to-fitting connections involving dissimilar materials shall be made using mechanical joint type connectors.

2.02 DUCTILE IRON TO PVC CONNECTIONS

- A. Connections between ductile iron pipe or fittings and PVC pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match class 350 "compact" fittings.

2.03 DUCTILE IRON TO HDPE CONNECTIONS

- A. Connections between ductile iron pipe or fittings and HDPE pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Mechanical joints shall be fully thrust restrained. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match class 350 "compact" fittings.
- B. HDPE pipe stiffeners shall be constructed of stainless steel and shall be flanged on one end to prevent overinsertion into the receiving pipe.

2.04 PVC TO HDPE CONNECTIONS

- A. The joining end of the HDPE pipe shall have a butt-fused flange piece attached in accordance with manufacturer's recommendations.
- B. Connection to PVC shall use a fully-restrained ductile iron mechanical joint conforming to the requirements of AWWA C111 and C153.

PART 3 - EXECUTION

3.01 DUCTILE IRON TO PVC OR HDPE

- A. Install mechanical joints in accordance with AWWA C600 and manufacturer's recommendations.
- B. When connection is being made to HDPE pipe or fitting, insert pipe stiffener into connection end of HDPE pipe until flared end seats against cut face.

3.02 PVC TO HDPE

- A. Butt-fuse flange end piece to connection end of HDPE pipe in accordance with manufacturer's

recommendation.

- B. Install fully restrained mechanical joint on PVC connection end in accordance with AWWA C600 and manufacturer's recommendation.

END OF SECTION

SECTION 15100
VALVES AND OPERATORS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, testing, and installation of valves and valve operators.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions.
- B. Submit manufacturer's catalog data and detail construction sheets showing all valve parts. Describe each part by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type.
- C. Show valve dimensions including laying lengths. Show port sizes. Show dimensions and orientation of valve actuators, as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid velocity used to size actuators. For worm gear actuators, state the radius of the gear sector in contact with the worm and state the handwheel diameter.
- D. Show valve linings and coatings. Submit manufacturer's catalog data and descriptive literature.
- E. Submit six copies of a report verifying that the valve interior linings and exterior coatings have been tested for holidays and lining thickness. Describe test results and repair procedures for each valve. Do not ship valves to project site until the reports have been returned by the OWNER'S REPRESENTATIVE and marked "Resubmittal not required."
- F. For butterfly valves, show the clear diameter or size of the port. Show the actual area of the port as a percentage of the area as calculated for the nominal valve size.

PART 2 - MATERIALS

2.01 GENERAL

- A. Install valves complete with operating nuts and wrenches required for operation.
- B. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached plate.
- C. For buried locations, valves with mechanical joint ends may be substituted for the flanged ends specified provided the mechanical joint ends are compatible with the pipe ends.

2.02 VALVE ACTUATORS

- A. Provide 2-inch AWWA operating nuts for buried valves.
- B. For buried or submerged service, provide watertight shaft seals and watertight valve and actuator cover gaskets. Provide totally enclosed actuators designed for buried or submerged service.
- C. Valve actuators, handwheels, or levers shall open by turning counterclockwise.

2.03 VALVE BOXES FOR BURIED VALVES

- A. Valve boxes shall be of the cast iron slip or sliding type with a 5-1/4" shaft extension. Tops and bottoms of valve boxes shall be cast iron. 5-1/4" drop lid shall bear the marking "Port Orange Wastewater" and weigh 13 pounds minimum. Acceptable manufacturers are Opelinka Foundry, Russell Pipe & Foundry, Tyler Pipe, and Star Pipe.

2.04 EXTENSION STEMS FOR BURIED AND SUBMERGED VALVE ACTUATORS

- A. Where the depth of the valve is such that its centerline is more than 4 feet below grade, provide operating extension stems to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover. Where the valve is submerged, provide operating extension stems to bring the operating nut to 6 inches above the water surface. Extension stems shall be Type 316 stainless steel, solid core, and shall be complete with 2-inch-square operating nut. The connections of the extension stems to the operating nuts and to the valves shall withstand without damage a pull of 300 foot-pounds.
- B. Extension stem diameters shall be as tabulated below:

Valve Size (inches)	Minimum Extension Stem Diameter (inches)
2	3/4
3, 4	7/8
6	1
8	1-1/8
10, 12	1-1/4
14	1-3/8
16, 18	1-1/2
20, 24, 30	1-3/4

2.05 PAINTING AND COATING

- A. The interior areas of the cast iron valve bodies shall be provided with a two part thermosetting epoxy protective coating, minimum 4 mils, and shall function as a physical, chemical, and electrical barrier between the base metal to which it is applied and the surrounding medium. The coating shall be non-toxic and shall not impart taste to the water. The coating shall have a successful record of performance in valves, pipe and other allied equipment.

2.06 PACKING, O-RINGS, AND GASKETS

- A. Unless otherwise stated in the detailed valve specifications, packing, O-rings, and gaskets shall be one of the following nonasbestos materials:
1. Teflon.
 2. Kevlar aramid fiber.
 3. Acrylic or aramid fiber bound by nitrile. Products: Garlock "Bluegard," Klinger "Klingersil C4400," or equal.
 4. EPDM.

2.07 RUBBER SEATS

- A. Rubber seats shall be made of a rubber compound that is resistant to free chlorine and chloramine concentrations up to 10 mg/l in the fluid conveyed.

2.08 VALVES

- A. Gate Valves:
1. Resilient Seat Gate Valves:
 - a. All resilient seat gate valves shall as a minimum conform to AWWA Standard C509 and latest revisions thereto. The resilient seat gate valve body and bonnet shall be made of

Class B grey iron meeting ASTM 126 and shall be provided with mechanical joint ends complete with accessories and suitable for 200 PSI working pressure. Test pressure shall be twice the rated working pressure and at all times zero leakage will be maintained. The dual sealing mechanism must be a replaceable reinforced specially contoured molded runner wedge or disc. Valve stem seals will be "O" ring.

- b. Resilient seat gate valves are to operate in a vertical position, shall open left (counter clockwise) with non-rising stem and have a 2-inch square operating nut. Accessories for the mechanical joint ends shall include rubber gaskets with glands, COR-TEN bolts and nuts packaged in the proper manner to accommodate each individual (M.J.) valve end.
 - c. Acceptable manufacturers are American AVK Co., Clow, Mueller, American Flow Control, or equal.
2. Tapping Gate Valves 4 inches through 12 inches
- a. Four inch through twelve inch tapping valves shall be Class 250 resilient seat conforming to AWWA C509 and the latest revisions thereto. The valves shall have a mechanical joint end and a tapping valve end. They must operate in the vertical position, open left or counter clockwise with a non-rising stem and a 2 inch square operating nut.
 - b. Acceptable manufacturers are American AVK Co., Clow, Mueller, American Flow Control, or equal.
3. Tapping Gate Valves 14 Through 24 Inches:
- a. Valves shall conform to AWWA C500 and the following. Valves shall be iron bodied, solid bronze internal working parts, parallel faced, bottom wedging double-discs, and O-ring seals. Discs shall either be solid bronze or shall be cast iron with bronze facings. The minimum designated water working pressure shall be 200 psi. Bronze for internal working parts, including stems, shall not contain more than 2% aluminum nor more than 7% zinc. Bronze shall conform to ASTM B 62 or ASTM B 584 (Alloy C83600), except that stem bronze shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 30,000 psi, and a minimum of 10% elongation in 2 inches (ASTM B 584, Alloy C87600). Body bolts shall be Type 316 stainless steel, ASTM A 276. Ends shall be flanged, Class 125, ANSI B16.1. One end shall have slotted bolt holes to fit tapping machines. Seat rings shall be oversized to permit the use of full size cutter. The exterior and interior of the cast iron valve shall be lined with a thermosetting epoxy protective coating, minimum 4 inch. Valves shall be American AVK Co., Clow, Mueller, American Flow Control, or equal.

B. Butterfly Valves:

- 1. All butterfly valves shall as a minimum be manufactured to conform to ANSI/AWWA C504-94 and the latest revisions thereto. The body, disc, shaft seats, bearings, and actuators shall be designed based on Class 150B valves and may be of either the short or long body type. All valves must have a minimum of 4 mil factory applied thermosetting (epoxy coating) on all internal ferrous surfaces. Coatings must meet all FDS and government regulations. The valves shall have mechanical joint ends with accessories.
- 2. The valve disc shall be corrosion-resistant alloy, cast iron or ductile iron and shall be pressure sealed to the stainless shaft. The shaft seals shall be of the "Split-V," "Chevron," or "O" Ring for buried service. The shaft may be of the through type or the stub type and shall be marked on the end to indicate the position of the valve disc in relation to the shaft. It shall be equipped with a (2) two inch square operating nut.
- 3. The valve seat shall be made of rubber and may be located either in the body of the valve or in the disc. Rubber seats located in the body of the valve shall be encapsulated on three sides

within the body. If the valve has the rubber seat in the disc, the valve must have a floating "O" ring under the seat ring. On butterfly valves 24" or larger the seat shall be adjustable and replaceable in the field.

4. The actuator shall open left (counter clockwise) and shall be of the travel nut type. The actuator housing shall be removable under pressure to facilitate repair or replacement. The actuator shall be capable of handling 450 foot pounds of torque at the stops without damage. Acceptable manufacturers are American-Darling Valve, BIF, Clow Valve, Henry Pratt, Kennedy Valve, M&H Valve, Mueller and Waterous.

PART 3 - EXECUTION

3.01 JOINTS

- A. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
- B. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

3.02 INSTALLING BURIED VALVES

- A. Connect the valve and place and compact the backfill to the height of the valve stem.
- B. Place block pads under the extension pipe to maintain the valve box vertical during backfilling and repaving and to prevent the extension pipe from contacting the valve bonnet.
- C. Mount the upper slip pipe of the extension in midposition and secure with backfill around the extension pipe. Pour the concrete ring allowing a depression so the valve box cap will be flush with the pavement surface.
- D. In streets without concrete curbs and in open areas, install the valve box as for a paved area with concrete curb except include a marker post. Cut the marker post from 4 x 4" dense structural grade redwood or Southern Pine surfaced on four sides to a length of 5 feet. Chamfer the top. Set the post in concrete, 2 feet into the ground, away from traffic, and to the side of the pipeline. Coat with a seal and finish coat of white alkyd exterior paint. On the side facing the valve, letter in black the word "VALVE" and the distance in feet from the marker post to the valve box cap.

3.03 VALVE LEAKAGE TESTING

- A. Test valves for leakage at the same time that the connecting pipelines are tested. See Section 02684 for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.

3.04 VALVE FIELD TESTING

- A. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind, or do not operate from full open to full closed, repair or replace the valve and repeat the tests.

3.05 AS-BUILT LOCATION

- A. All valves, bends, fittings, and dead ends shall be referenced with at least two measurements taken from permanent structures such as building corners (identified by address), curbs, edge of pavement, centerlines of streets or driveways (by address), or manholes. Contractor shall select

the permanent structures in accordance with Port Orange's standard method of referencing. Contractor shall meet with Port Orange staff to discuss and understand Port Orange's standard method prior to performing the fieldwork.

- B. Furnish and install 4" x 4" x 2'0" long concrete survey monument at locations directed by Owner. Set monument an inch above grade and paint blue.

END OF SECTION

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SECTION 15905
SUBMERSIBLE PUMPS

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish and install (2) premium efficiency, non-clog, submersible sewage pumps. The pumps shall be Sulzer XFP100G-CB1, or engineer pre-approved equal meeting the detailed requirements of this section without exception. The pumps shall be capable of meeting all performance criteria as specified in this section. The motor shall be an integral part of the pump unit and shall be rated at 17.4hp, 1787 RPM, connected for operation on a 230 volt, 3 phase, 60 hertz electrical supply service. Each pump motor shall be equipped with 49 feet of power and control cable sized in accordance with NEC and CSA standards. Each pump shall be supplied with a stainless steel guide rail system with a 4 inch discharge elbow. Each pump unit shall be fitted with an appropriately sized lifting cable assembly. The working load rating of the lifting system shall be a minimum of 50% greater than the pump weight.
- B. The heavy-duty submersible wastewater pumps shall be capable of handling raw unscreened sewage, storm water, and other similar solids-laden fluids without clogging. The pump shall be driven by a premium efficiency motor, providing the highest levels of operational reliability and energy efficiency.

PART 2 - PRODUCTS

2.01 SUBMERSIBLE PUMP CONSTRUCTION

- A. Major pump components shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B) with smooth surfaces devoid of porosity or other irregularities. All exposed fasteners shall be of stainless steel, 1.4401 (AISI 316). All metal surfaces coming into contact with the pumped media (other than the stainless steel components) shall be protected by a factory applied spray coating of zinc phosphate primer followed by a high solids two-part epoxy paint finish on the exterior of the pump. The pump shall be equipped with an open lifting hoop suitable for attachment of standard chain fittings. The hoop shall be of stainless steel, 1.4401 (AISI 316), and shall be rated to lift a minimum of four times the pump weight.
- B. Sealing design for the pump/motor assembly shall incorporate machined surfaces fitted with Nitrile (Buna-N) rubber O-rings. Sealing will be the result of controlled compression of rubber O-rings in two planes of the sealing interface. Housing interfaces shall meet with metal-to-metal contact between machined surfaces, and sealing shall be accomplished without requiring a specific torque on the securing fasteners. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered equal. No secondary sealing compounds shall be required or used.

2.02 WET END

- A. Impeller:
 - 1. The Sulzer Contrablock Plus impeller shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B). The impeller shall be of the semi-open, non-clogging, single-vane design, meeting the Ten State Standards requirement for minimum solids passage size of 3 inches. Impellers which have a thulet of less than 3" will not be acceptable. The impeller shall have a slip fit connection onto the motor shaft, driven by a shaft key, and shall be securely fastened to the shaft by a stainless steel screw. A positively engaged, ratcheting washer assembly shall prevent the screw from loosening. The head of the impeller screw shall be effectively recessed within the impeller bore to prevent disruption of the flow stream and loss of hydraulic efficiency. The impeller shall be dynamically balanced to the ISO 10816 standard to provide smooth, vibration-free operation. Impeller designs which do not meet the Ten State Standards

requirement for 3 inch solids passage size, those that rely on retractable impeller designs to pass 3 inch solids, or those that rely on fins or pins protruding into the suction path to assist in the handling of fibrous material shall not be considered equal.

B. Self-Cleaning Wear Plate:

1. The Sulzer Contrablock Plus wear plate shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B). The wear plate shall be designed with an inlet incorporating strategically placed cutting grooves as well as an outward spiral V-shaped groove on the side facing the impeller. The dual groove system shall be used to shred and force stringy solids outward from the impeller and through the pump discharge. The wear plate shall be mounted to the volute with four stainless steel securing screws and four stainless steel adjusting screws to permit close tolerance adjustment between the wear plate and impeller for maximum pump efficiency. Adjustment to allow for wear and restore peak pumping performance shall then be accomplished using standard tools, and without requiring disassembly of the pump. The use of fixed or non-adjustable wear plates or rings, systems that require disassembly of the pump, or shimming of the impeller to facilitate adjustment, shall not be considered equal. The suction flange shall be integrated into the wear plate and its bolt holes shall be drilled and tapped to accept standard 6 inch ANSI class 125/150 flanged fittings.

C. Pump Volute:

1. The pump volute shall be a single-piece, gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), non-concentric design with centerline discharge. Passages shall be smooth and large enough to pass any solids which may enter through the impeller. The discharge size shall be 6 inches. The discharge flange design shall permit attachment to standard ANSI and DIN flanges/appurtenances. The discharge flange shall be radially slotted to accept both 6 inch ANSI class 125/150 and metric DN150 flanged fittings. Proprietary or nonstandard flange dimensions shall not be considered acceptable. The minimum working pressure of the volute and pump assembly shall be 16 bar (232 psi).

2.03 PREMIUM EFFICIENCY MOTOR

- A. The premium efficiency motor shall meet efficiency standards in accordance with IEC 60034-30:2008, level IE3 and NEMA Premium. The motor shall meet all the performance criteria specified in this section
- B. The motor shall be housed in a water-tight gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), enclosure, capable of continuous submerged operation underwater to a depth of 20 meters (65 feet) and shall have an IP68 protection rating. The motor shall be of the squirrel-cage induction design, NEMA type B. The copper stator windings shall be insulated with moisture resistant, Class H insulation material, rated for 180°C (356°F). The stator shall be press fitted into the stator housing. The use of bolts, pins, or other fastening devices requiring penetration of the stator housing is unacceptable. The rotor bars and short circuit rings shall be made of cast aluminum.
- C. The motor shall be designed for continuous duty. The maximum continuous temperature of the pumped liquid shall be 40°C (104°F), and intermittently up to 50°C (122°F). The motor shall be capable of handling up to 15 evenly spaced starts per hour without overheating. The service factor (as defined by the NEMA MG1 standard) shall be 1.3. The motor shall have a voltage tolerance of +/- 10% from nominal, and a phase-to-phase voltage imbalance tolerance of 1%. The motor shall have a NEMA Class A temperature rise, providing cool operation under all operating conditions. The motor shall be FM approved for use in NEC Class I, Division I, Groups C & D hazardous locations. The surface temperature rating shall be T3C. The motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on PWM type Variable Frequency Drives.
- D. The factory installed closed-loop cooling system shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), adequately designed to allow the motor to run continuously under full load while

in an unsubmerged or minimally submerged condition without the need for de-rating or reduced duty cycle. A cooling jacket shall surround the stator housing, and an environmentally safe nontoxic propylene glycol solution shall be circulated through the jacket by an axial flow circulating impeller attached to the main motor shaft. The coolant shall be pumped through an integrated heat exchanger in the base of the motor whenever the motor is running, allowing excess heat to be transferred to the process liquid. Cooling systems that circulate the pumped medium through the cooling jacket, or those that use a toxic cooling liquid shall not be acceptable. The use of external heat exchangers, fans, or the supply of supplemental cooling liquid shall not be required.

E. Thermal Protection:

1. Each phase of the motor shall contain a normally closed bi-metallic temperature monitor switch imbedded in the motor windings. These thermal switches shall be connected in series and set to open at 140°C +/- 5°C (284°F). They shall be connected to the control panel to provide a high stator temperature shutdown signal, and are used in conjunction with external motor overload protection.

F. Mechanical Seals:

1. Each pump shall be equipped with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary industrial duty silicon-carbide seal ring and one rotating industrial duty silicon-carbide seal ring. The stationary ring of the primary seal shall be installed in a seal holding plate of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B). The seal holding plate shall be equipped with swirl disruption ribs to prevent abrasive material from prematurely wearing the seal plate. The upper, secondary seal unit, located between the lubricant chamber and motor housing, shall contain one stationary industrial duty silicon-carbide seal ring, and one rotating industrial duty silicon-carbide seal ring. Each seal interface shall be held in contact by its own spring system. The seals shall not require routine maintenance or adjustment, and shall not be dependent on the direction of rotation for proper sealing. Each pump shall be provided with a lubricant chamber for the shaft sealing system which shall provide superior heat transfer and maximum seal cooling. The lubricant chamber shall be designed to prevent overfilling, and to provide lubricant expansion capacity. The drain and inspection plug shall have a positive anti-leak seal and shall be easily accessible from the outside of the pump. The seal system shall not rely upon the pumped media for lubrication and shall not be damaged when the pump is run dry. Lubricant in the chamber shall be environmentally safe nontoxic material.

- G. The following seal types shall not be considered equal: Seals of proprietary design or seals manufactured by other than major independent seal manufacturing companies. Seals requiring set screws, pins, or other mechanical locking devices to hold the seal in place, conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces, or any system requiring a pressure differential to seat the seal and ensure sealing.

H. Mechanical Seal Protection System:

1. The primary mechanical seal shall be protected from interference by particles in the wastewater, including fibrous materials, by an active Seal Protection System integrated into the impeller. The back side of the impeller shall be equipped with a sinusoidal cutting ring, forming a close clearance cutting system with the lower submersible motor housing or seal plate. This sinusoidal cutting ring shall spin with the pump impeller providing a minimum of 75 shearing actions per pump revolution. Large particles or fibrous material which attempt to lodge behind the impeller or wrap around the mechanical seal, shall be effectively sheared by the active cutting system into particles small enough to prevent interference with the mechanical seal. The Seal Protection System shall operate whenever the pump operates, and

shall not require adjustment or maintenance in order to function. Submersible pump designs which do not incorporate an active cutting system to protect the primary mechanical seal shall not be considered acceptable for wastewater service.

I. Shaft:

1. The pump shaft and motor shaft shall be an integral, one piece unit adequately designed to meet the maximum torque required at any normal start-up condition or operating point in the system. The shaft shall have a full shutoff head design safety factor of 1.7, and the maximum shaft deflection shall not exceed .05 mm (.002 inch) at the lower seal during normal pump operation. Each shaft shall be of stainless steel, 1.4021 (AISI 420), and shall have a polished finish with accurately machined shoulders to accommodate bearings, seals, and impeller. Carbon steel, chrome plated, or multi-piece welded shafts shall not be considered adequate or equal.

J. Bearings:

1. Each pump shaft shall rotate on high quality, permanently lubricated, greased bearings. The upper bearing shall be a deep grooved ball bearing and the lower bearings shall be a heavy duty, double row, angular contact ball bearing. Bearings shall be of sufficient size and properly spaced to transfer all radial and axial loads to the pump housing and minimize shaft deflection. L-10 bearing life shall be a minimum of 100,000 hours at flows ranging from ½ of BEP flow to 1½ times BEP flow (BEP is best efficiency point). The bearings shall be manufactured by a major internationally known manufacturer of high quality bearings, and shall be stamped with the manufacturer's name and size designation on the race. Generic or unbranded bearings from other than major bearing manufacturers shall not be considered acceptable.

K. Power Cable:

1. The power cables shall be sized according to NEC and CSA standards and shall be of sufficient length to reach the junction box without requiring splices. The outer jacket of the cable shall be of chlorinated polyethylene (CPE) and be oil, water, and UV resistant, capable of continuous submerged operation underwater to a depth of 65 feet.

L. Cable Entry/Junction Chamber:

1. The cable entry design shall not require a specific torque to insure a watertight seal. The cable entry shall consist of cylindrical elastomer grommets, flanked by stainless steel washers. A cable cap incorporating a strain relief and bend radius limiter shall mount to the cable entry boss, compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry. The junction chamber shall be isolated and sealed from the motor by means of sealing glands. Electrical connections between the power cables and motor leads shall be made via a compression or post type terminal board, allowing for easy disconnection and maintenance.

2.04 ACCESSORIES:

A. Guide Rail Base Assembly:

1. There shall be no need for personnel to enter the wet well to remove or reinstall the pumps. The discharge base & elbow assembly shall be permanently installed in the wet well and connected to the discharge piping. In order to prevent binding or separation of the pump from the guide rail system, the pumps shall connect to the guide rail base automatically and firmly, each guided by two 2-inch diameter guide rails extending from the base elbow to the top of the station. Systems using guide cable in lieu of rigid guide bars or pipes shall not be considered acceptable. The sliding guide bracket shall be a separate part of the pumping unit, capable of being attached to standard pump flanges, so that the pump mounting is nonproprietary, and any pump with a standard discharge flange can be mounted on the base assembly. Base or

bracket assemblies with proprietary or nonstandard flange dimensions shall not be considered acceptable.

- B. A field replaceable Nitrile (Buna-N) rubber profile gasket or O-ring shall accomplish positive sealing of the pump flange/guide rail bracket to the discharge elbow. Base assemblies which rely solely on metal-to-metal contact between the pump flange and discharge base elbow as a means of sealing are inherently leak prone, and shall not be considered equal. No portion of the pump shall bear directly on the floor of the sump.

2.05 SPARE PARTS

- A. The following spare parts shall be supplied:

1. One spare impeller for each pump.
2. One spare wear plate for each pump.

2.06 PUMP DATA TABLE

Service	Raw Sewage
Number of Pumps Required	2
Motor Rating	17.4 HP, 3/230v
Maximum Nominal Speed	1787 RPM
Minimum Motor Efficiency at Full Load	93.1%
Minimum Shutoff Head	79 Feet
Flow Rate at Primary Duty Point	395 GPM
TDH at Primary Duty Point	68 Feet
Min Hydraulic Efficiency at Primary Duty Point	57%
Flow Rate at Secondary Duty Point	285 GPM
TDH at Secondary Duty Point	61 Feet
Min Hydraulic Efficiency at Secondary Duty Point	52%
Flow Rate at Runout Condition	360 GPM
TDH at Runout Condition	36 Feet
Maximum NPSHR at Runout Condition	5.5 Feet
Minimum Pump Discharge Size	4 inches ANSI

PART 3 - EXECUTION (NOT USED)

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SECTION 15910

SELF-PRIMING SKID MOUNTED PORTABLE DIESEL DRIVEN PUMP

PART 1 - GENERAL

1.01 SCOPE

- A. Requirements for providing fully automatic self-priming skid mounted portable diesel driven pump.

1.02 DESCRIPTION

- A. The specifications in this specification state the minimum requirements of the Owner. All Bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Owner may consider as "irregular" or "non-responsive", any Bid not prepared and submitted in accordance with the Bid Documents and specification, or any Bid lacking sufficient technical literature to enable the Owner to make a reasonable determination of compliance to the specifications.
- B. It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed Bid or failure to respond to each section of the Technical Specifications may cause the Bid to be rejected, without review, as "non-responsive."

1.03 PRODUCT

- A. Bids will be accepted for consideration for Atlas Copco model PAC F66 KD-S FT4 (6") Skid mounted pump set or equal. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence but will require an explanation of each deviation or substitution.

1.04 INTERPRETATIONS

- A. In order to be fair to all Bidders, no oral interpretations will be given to any Bidder as to the meaning of the specification documents or any part of them. Every request for such a consideration shall be made in writing to the Owner. Based upon such inquiry, the County may choose to issue an Addendum.

1.05 GENERAL SPECIFICATIONS

- A. Units described shall be standard model that is new, unused, and of the current year's production. Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified in this Invitation to Bid. The Owner reserves the right and will require a demonstration of the proposed equipment.
- B. Bidders, on request of the Owner, must be prepared to review their specifications with the Owner.

1.06 SYSTEM DESCRIPTION

- A. Diesel driven, fully automatic self-priming, sound attenuated, skid mounted pump set.
- B. Pump shall be fitted with a fully automatic priming system capable of priming and re-priming from a completely dry pump casing. Equipment acceptance shall be contingent upon the pump's ability to run continuously at full speed in a completely dry condition for periods up to eight hours.
- C. Pump efficiency shall be no less than 79% at best efficiency point.
- D. The pump and accessories shall be supplied by the pump manufacturer.
- E. The pump offered shall be of the manufacturer's standard production model.

1.07 DESIGN REQUIREMENTS

OPERATING SPEED (MAXIMUM)	1800+/- RPM
MAXIMUM SOLIDS HANDLING SIZE	3 INCHES
IMPELLER DIAMETER	12.32 INCHES
SUCTION SIZE	6 INCHES
DISCHARGE SIZE	6 INCHES
MAXIMUM SUCTION LIFT	26+/- FEET

PERFORMANCE CURVE DUTY POINTS:

SHUTOFF HEAD @ 1800 RPM	166' +/- TDH
SHUTOFF HEAD @ 1200 RPM	74' +/- TDH
DUTY POINT #1 @ 1200 RPM	920+/- GPM @ 55.3' TDH
DUTY POINT #2 @ 1800 RPM (BEP)	2000+/- GPM @ 100' TDH
DUTY POINT #3 @ 1200 RPM (BEP)	1350+/- GPM @ 43' TDH
BEP EFFICIENCY @ 1800 RPM	79%

REFERENCES

1. ANSI B16.1 - Standard for Cast Iron Pipe Flanges and Flanged Fittings.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. All concrete will be made from Type I cement and size #67 aggregate with a minimum 28- day compressive strength of 3,000 psi, slump 4 inches, + 1 inch, and with an ASTM C494, a water reducing admixture.

2.02 EQUIPMENT

- A. Casing, Suction Cover:

1. Pump castings shall be ASTM A536 ductile iron. Pump design shall incorporate a direct suction flow path that is in axial alignment with the impeller eye. There shall be no turns, or valves between the suction flange and the impeller eye.

- B. Impellers:

1. The pump shall contain an enclosed ductile iron impeller for solids handling capability. The impeller shall have two pump-out vanes that are integrally cast in the rear to balance hydraulic thrust and keep seal well pressure to a minimum. The impeller shall be equipped with an impeller hub O-ring that makes it simple to remove the impeller with decreased oxidation between the impeller and shaft. Impeller shall be securely attached to the shaft with a locknut and washer.

- C. Wear Ring:

1. The pump shall include an ASTM A48 Class 20 Grey Iron, bolted wear ring that is accessible from the casing. The bolted wear ring is designed to offer easy maintenance, easy assembly, and increased reliability due to there being no wear ring slippage. This wear ring shall be assembled with four threaded bolts for easy removal and reassembly versus the industry normal of pressed wear rings.

- D. Clean-out Opening

1. The pump shall be equipped with Atlas Copco's patented Hinge Door Technology that allows easy accessibility to guarantee easy clean-up of the pump with minimal downtime. The hinge doors shall allow easy access to the wear components that include the wear plate and semi-

open impeller. The hinged doors will provide the ability to access the pump in as little as 3 minutes. The opening shall be fit so that it provides a flush internal surface to the pump.

E. Bearings and Shafts:

1. Pump shall be fitted with a bearing bracket to contain the shaft and bearings. Bearings shall be ball bearings of adequate size to withstand imposed loads for sustained pumping at maximum duty points. The DRIVE END bearing shall consist of (2) single row angular contact ball bearing. The PUMP END bearing shall be roller bearing. The rotating shaft shall be constructed of high strength steel that is up to class standards.

F. Seals:

1. The pump shall be equipped with a mechanical seal consisting of rotating and stationary members created with silicon carbide. The seal is made up of VITON™ elastomers and the spring shall be stainless steel. The mechanical seal provided shall be oil lubricated, oil cooled, and be installed inside of a separate oil filled reservoir between the bearing housing and the seal plate. The seal shall come equipped with an extended oil tank to prolong use of life.

G. Pump Suction and Discharge Flanges:

1. Shall be ANSI 6" flanges made of ASTM A536 ductile iron.

H. Pump O Rings:

1. Shall be Buna-N or Viton.

I. Priming System:

1. The pump shall include a diaphragm pump for automatic self-prime and re-prime during use. Nominal capacity of the priming system shall be 50 CFM or greater. The diaphragm pump shall consist of an air separator and a discharge check valve to maintain vacuum in the system while running. The priming system shall be driven by a link-belt drive system that is readily available for servicing needs. Pumps that require separation of the pump from the engine to replace the belt will not be acceptable. The drive system shall include all proper safety equipment and be properly labeled with warnings against wrongful use. The pump and priming system shall be capable of priming the pump from a completely dry pump casing. The pump shall be capable of static suction lifts to 26+/- vertical feet. It shall also be capable of operation using extended suction lines. The Utilities Director may require a demonstration.

J. Check Valve:

1. The pump shall be supplied with a Val-Matic check valve mounted on the discharge of the pump, allowing unrestricted flow from the impeller. The check valve shall prevent in-line return of flow when the pump is shut off.

K. Drive Unit:

1. The pump shall be operated by a Kohler Engine with Diesel Oxidation Catalyst technology to adequately drive the pump throughout its rated operating range. With this DOC technology, the engine shall not have to regenerate, and will not need any exhaust fluid to be added. It shall be a 2.5L 4-cylinder engine with 74 HP that is liquid cooled with a radiator. The engine shall have a regular maintenance schedule of 500 hours. EPA Tier 4 final emissions certification is required for this engine. All equipment must be found to be sufficient for use in an outdoor/construction site environment including the cooling system and electrical components. The system shall have a 12-volt battery system for engine start-up, lighting, gauges, and other instruments that are found on the pump. The engine shall have a muffler that meets standards and have a rain cap attached to prevent internal damage.

L. Frame:

1. Shall be constructed of ASTM A36 heavy thickness structural steel with an integrated lifting beam feature. The structural steel must follow the standards of ASTM 36 as listed. The frame will be fixed mounted to a skid platform to ensure balance when being transported. The PAC F66 KD-S T4F pump shall include lockable doors and a Soundproof Canopy design to reduce noise production. The frame shall also include a 90-gallon polyethylene fuel tank and shall provide 24 hours of run time at 1800 RPM. The pump shall have a maximum transport weight of 4100 lbs when fuel tank is at full capacity.

M. Governor:

1. Governor shall be electronic type. Engine speed shall be adjustable to operate the pump between maximum and minimum design operation speeds.

N. Fuel Source:

1. The fuel system shall consist of a 90-gallon Polyethylene fuel tank and the fuel shall be consumed from a central point in the lowest area of the tank to handle unstable operating conditions and to ensure best efficiency. The fuel system shall have a dual fuel filter system and they must be easily accessible from the access doors on the exterior of the pump casing. The fuel system must be supplied and paired with an engine that has the ability of operating effectively on Ultra-Low Sulfur Diesel (ULSD).

O. Efficiency:

1. The pump shall have a minimum efficiency of 79% at best efficiency point.

P. Factory Painting:

1. The pump and frame shall be clean and free of debris, then primed with an epoxy primer. The components will be painted with an industrial grade Polyester powder, average thickness of 3 mils.

Q. Automatic Starting Control System:

1. The engine shall be equipped with a factory installed LOFA CP1000 microprocessor-based controller and designed to start/stop the engine at a signal supplied by high- and low-level floats or a 4-20 mA transducer.

R. Engine/Pump Control Specification:

1. The engine shall be started, stopped, and controlled by a LOFA CP1000 high performance state of the art digital controller. The controller shall be weatherproof enclosed, and contain an external weatherproof 5 illuminated elastomer type keypad buttons providing tactile feedback and ability to be operated while wearing gloves and accessible without the need to remove or open any protective cover or enclosure. It shall be designed to start/stop the engine at a signal supplied by high- and low-level floats or a 4-20 mA transducer. The panel will have the ability to operate from a transducer and floats simultaneously. The panel shall be capable of automatically filling a vessel, empty a vessel, or maintain level.

The Electrical Specifications of the control panel shall meet the following conditions:

Feature	CANplus 1000
Supply Voltage	12 to 24 VDC
Standby Current	85mA

Operating Current	125mA
Analog Input	0 to 10 VDC (4), 4 to 20mA, or 0 to 5 VDC (1)

2. The control panel shall have four (4) simple automatic start/stop control modes including Single Switch, Dual Switch, Transducer (Level / Pressure), and Transducer w/ (Active Redundant Dual Switches). The control panel shall have four (4) automatic start/stop modes including Empty, Fill, Maintain In, and Maintain Out.
3. FLOATS: The unit shall be supplied with one (1) float assembly including one (1) high level N/O and one (1) low-level N/C narrow angle float switches which shall integrate with the engine control panel via a single multi-pin plug.

S. Options:

1. The unit shall be provided with the following options pre-installed:
 - a. Battery trickle charger, 120v, 10A.
 - b. Internal LED lighting.
 - c. 3-way fuel valve for future external connection, if needed.
 - d. Stainless steel telemetry charger and I/O for pump run and pump fault conditions.

PART 3 - EXECUTION

3.01 MANUFACTURERS SERVICES

- A. The manufacturer shall furnish the services of a competent factory representative to do the following:
 1. Inspect the system prior to delivery, supervise the startup and testing of the system, and certify the system has been properly furnished and is ready for operation.
 2. Instruct the Owner's operating personnel in the proper operation and maintenance of the system for a period of not less than one-half day.

3.02 TOOLS AND SPARE PARTS:

- A. The manufacturer shall furnish the following on delivery of the pumping system:
 1. (1) Complete set of replacement link-belts.
 2. (3) Operations and Maintenance manuals for the pump and engine.

3.03 WARRANTY

- A. The manufacturer shall furnish the following to the Owner:
 1. A copy of the engine manufacturer's parts and labor warranty.
 2. A one-year Parts and Labor Warranty issued by the manufacturer on the Portable Pump. The warranty must cover all pump parts, including the mechanical seal.

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**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 Oceans Ave Lift Station for the 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 power shall be provided by Florida Power & Light (FPL) at voltages indicated on the drawings.
- B. The Contractor is responsible for providing all required temporary and permanent power at no cost to the Owner. The Contractor is responsible for providing all required information to FPL (including electrical plans, site survey/plan, landscaping plans, FPL required signed forms, etc.) in order to complete the engineering process. The Contractor should assume the cost of the temporary and permanent power to the site. The Contractor shall include \$10,000.00 in their bid for FPL new services as shown on the electrical plans.
- C. The Contractor shall be responsible for all coordination with FPL.
- D. Refer to the electrical drawings for additional requirements.

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 Main Breakers: 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. Fused Disconnects and Non-Fused Disconnects
 2. Lift Station Control Panel
 3. Dry Type Transformers
 4. Panelboards
 5. Lighting Contactor Panels
 6. Uninterruptible Power Supplies (UPS)
 7. Lighting Fixtures with Structural Engineering Certification
 8. Disconnect Switches
 9. Enclosed Circuit Breakers
 10. Motor Starters
 11. Lighting Contactors
 12. Emergency Battery Units
 13. Wire and Cable
 14. Conduit Drawings
 15. Equipment Racks with Structural Engineering Certification
 16. Lightning Protection and Grounding System
 17. Field Instrument Transmitters and enclosures
 18. 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. Automatic Transfer Switches
 2. Generator
 3. Motor Starters
 4. 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 SKM Power Tools software. The following firms are approved for the coordination, short circuit and arc flash study:

- a. Judson Walker P.E. RCDD (904) 219-0885. Email jawpe@bellsouth.net
 - b. Industry Electric Design, Don Trawick, P.E. (678) 617-7507. Email dbt@iedelectric.com
 - c. EPS, Jeff Edward, P.E. (214) 406-2146 j.edwards@eps-ed.com.
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.
 5. Two studies are required 1 ERM switch on and 2 ERM switch off. Dual labeling shall be provided and installed on the electrical equipment. Orange labels shall be provided for equipment when the switch is off and blue labels shall be provided for equipment when the switch is on.

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 01300. 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 the main circuit breakers (MB-1 and MB-2), MCC-1 main and tie breakers and MCC-2 main breaker. The first label shall include the maximum arc flash incident energy condition for normal operation. The second label shall include the arc flash incident energy condition when the Arc Energy Reduction Maintenance Setting Switch (ERMS) is turned ON (maintenance mode). Samples of arc flash warning labels are presented below:

Figure 1



WARNING

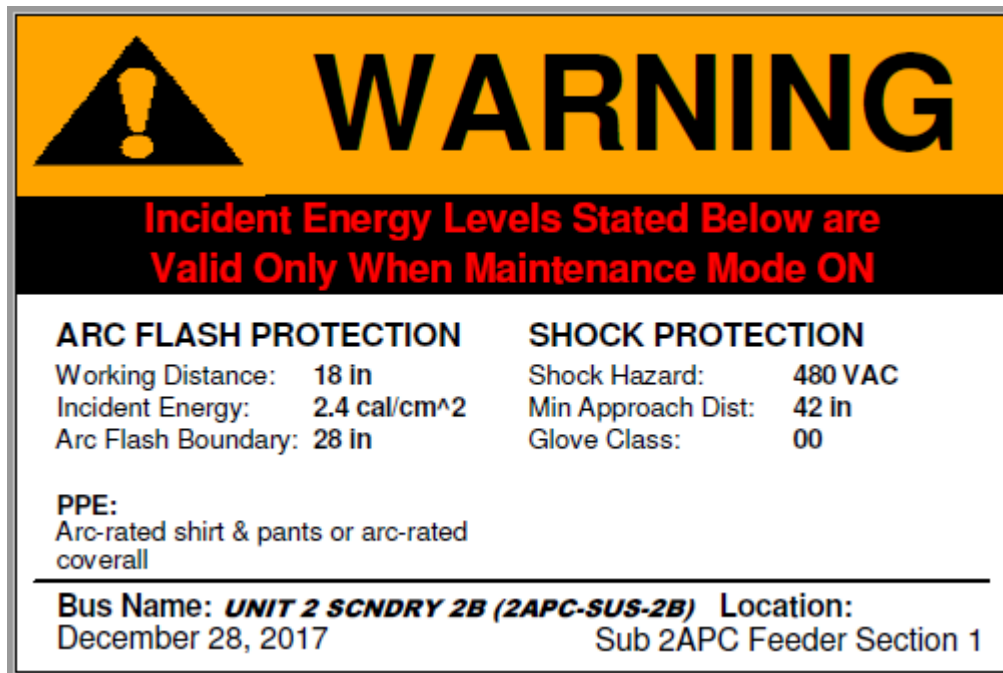
Arc Flash and Shock Risk Appropriate PPE Required

ARC FLASH PROTECTION	SHOCK PROTECTION
Working Distance: 18 in	Shock Hazard: 480 VAC
Incident Energy: 20 cal/cm ²	Min Approach Dist: 42 in
Arc Flash Boundary: 100 in	Glove Class: 00

PPE:
Arc-rated shirt & pants + arc-rated
coverall + arc-rated arc flash suit

Bus Name: *UNIT 2 SCNDRY 2B (2APC-SUS-2B)* **Location:**
December 28, 2017 Sub 2APC Feeder Section 1

Figure 2



- 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, lift station areas, 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 2021, 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" = 30'0".

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

THIS PART NOT USED

PART 3 - EXECUTION

THIS PART 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 the Square D, Eaton or Allen Bradley.
 - 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 the Square D or approved 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 the Square D, Eaton or Allen Bradley.
- 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 the Square D, Eaton or Allen Bradley.
- 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 the Square D Company or approved 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 the Square D, Eaton or Allen Bradley.
- G. 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.
- H. All Enclosures installed in "Corrosive" areas shall be non-metallic fiberglass reinforced polyester.

END OF SECTION

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**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. Aluminum conduit shall be used unless otherwise noted.
 - 2. PVC Schedule 80: Underground.
 - 3. 4-20mA instrumentation circuits shall be installed in schedule 80 PVC conduit with a #8 ground wire.
 - 4. All conduits between the lift station wetwell and lift station control panel shall be PVC coated aluminum.
- B. Where Schedule 80 PVC is used, all below grade elbows and risers to above grade shall be PVC coated aluminum. All elbows above grade shall be suitably grounded. Conduit spaces shall be provided for underground conduit installation.
- C. All conduits between the wetwell and lift station control panel shall have Crouse Hinds EYSR 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 344.
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 aluminum 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 352.
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 Metal Conduit, Couplings and Fittings

1. Liquidtight flexible metal conduit (LFMC) shall be for use under the provisions of NEC Article 350.
2. Liquidtight flexible metal conduit shall be galvanized steel, single strip, with a copper strip interwoven and suitable as a grounding means. LFMC shall be UL listed. LFMC shall have an extruded moisture and oil-proof PVC jacket. LFMC shall be Titan Type UL as manufactured by Southwire, Liqueatite Type "LA" as manufactured by Electri-Flex, Anaconda Type UA as manufactured by Anamet Electrical, Inc., or approved equal.
3. Fittings used with liquidtight flexible metal conduit shall be of the 3-piece screw-in type malleable iron as manufactured by the O.X. Gedney Co. or approved equal.
4. Fittings installed on tanks, filter area, chemical rooms and other outdoor process areas shall be aluminum.

D. Liquidtight Flexible Non-Metallic Conduit and Couplings

1. Liquidtight flexible non-metallic conduit (LFNC) shall be for use under the

provisions of NEC Article 356.

2. Liquidtight flexible non-metallic conduit shall be constructed of PVC. LFNC shall be UL listed. LFNC shall have an extruded moisture and oil-proof PVC jacket. LFNC shall be Ultratite Type NM as manufactured by Southwire, Type NM as manufactured by Electri-Flex 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 and NEMA 12 terminal boxes, junction boxes, pull boxes etc., installed indoors in air conditioned rooms shall be sheet steel unless otherwise shown on the Drawings. Boxes shall be galvanized and have continuously welded seams. Welds shall be ground smooth and galvanized. Fabricated from 14-gauge steel, minimum. Boxes shall be as manufactured by Hoffman Engineering Co., Stahlin, or approved equal. NEMA 4X boxes located outdoors and in the Belt Filter Press Building 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 CSML 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.

3.02 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: MCC-1A). 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: MCC-1). This requirement applies only to the source and load ends of the conduit, and not anywhere in between.
 - 3. For conduits $\frac{3}{4}$ " through $1\frac{1}{2}$ " 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. Cat 6 ethernet cable shall be shielded Twisted Pair 600 volt weatherproof rated cable suitable for outdoor installations. 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.

2.5 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

3.1 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.

3.2 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 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 40 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 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. 4/0 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. 4/0 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

APPENDIX A

FDEP DOMESTIC WASTEWATER COLLECTION SYSTEM PERMIT



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

NOTIFICATION OF ACCEPTANCE OF USE OF A GENERAL PERMIT

PERMITTEE:

City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129
Junos Reed, City Engineer

PERMIT NUMBER:

0020769-044-DWC/CG

ISSUE DATE:

July 18, 2023

EXPIRATION DATE:

July 17, 2028

COUNTY:

Volusia

PROJECT NAME:

Lift Station on East Ocean
Avenue

CONNECTED TO:

Port Orange WRF

FACILITY ID:

FL0020559

Email: jureed@port-orange.org

Dear Mr. Reed:

This letter acknowledges receipt of your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System for the subject project. Our office received the Notice on July 10, 2023. This project includes the installation of two new pumps and above ground piping, valves, auxiliaries, and ancillaries.

This is to advise you that the Department does not object to your use of such General Permit.

Please note the attached requirements apply to your use of this General Permit for constructing the proposed domestic wastewater collection/transmission system.

You are further advised that the construction activity must conform to the description contained in your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System and that any deviation will subject the permittee to enforcement action and possible penalties.

Sincerely,

A handwritten signature in black ink, appearing to read "OHM".

Osama Mahmoud
Engineer
Permitting and Waste Cleanup Program

cc: Nicole McConnell, PE, Kimley Horn, Nicole.mcconnell@kimley-horn.com
Charles LeGros, DEP, Charles.LeGros@dep.state.fl.us
Osama Mahmoud, DEP, osama.mahmoud@dep.state.fl.us
Reggie Phillips, DEP, reggie.phillips@floridadep.gov

REQUIREMENTS FOR USE OF THE GENERAL PERMIT FOR DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEMS:

1. This general permit is subject to the general permit conditions of Rule 62-4.540, F.A.C., as applicable. This rule is available at the Department's Internet site at:
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4> [62-4.540]
2. This general permit does not relieve the permittee of the responsibility for obtaining a dredge and fill permit where it is required. [62-604.600(6)(b)1]
3. This general permit cannot be revised, except to transfer the permit. [62-604.600(6)(b)2]
4. This general permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project. [62-4.030]
5. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall obtain clearance from the Department. This clearance may be obtained expeditiously using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" then "Registration/Notification" and "Submit Notifications to FDEP". The submission is for "Division of Water Resource Management Domestic/Industrial Wastewater" and the submittal type is "Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation").

For further clarification contact:
(Osama Mahmoud), (407) 897-4125
osama.mahmoud@dep.state.fl.us
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

6. New or modified collection/transmission facilities can be placed into operation 3 days after Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021, <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>), is submitted and received by the Department or delegated local program, provided no substantial deviations are noted on Form 62-604.300(3)(b) and the Department or delegated local program does not notify the permittee of public health or environmental concerns regarding placing the facilities into operation.

When substantial deviations are noted on Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021), <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>, new or modified collection/transmission facilities can be placed into operation 10 days after Form 62-604.300(3)(b) is submitted unless the Department or delegated local program notifies the permittee of public health or environmental concerns regarding placing the facilities into operation.
[62-604.700(3) and (4)]

7. Abnormal events shall be reported to the Department's Central District Office in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER, (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department's Central District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). [62-604.550]

CITY OF PORT ORANGE, FLORIDA

LIFT STATION

AT EAST OCEAN AVENUE

VOLUSIA COUNTY, FLORIDA

MARCH 2024



PROJECT VICINITY MAP
N.T.S.

UTILITY PROVIDERS

CITY OF PORT ORANGE
CONTACT: JUNOS REED
PHONE: (386) 506-5754
JUREED@PORT-ORANGE.ORG

CROWN CASTLE NATURAL GAS
CONTACT: FIBERDIG TEAM
PHONE: (888) 632-0931
FIBER.DIG@CROWNCASTLE.COM

TECO PEOPLES GAS - DAYTONA
CONTACT: JOAN DOMNING
PHONE: (813) 275-3783

FLORIDA POWER AND LIGHT
CONTACT: JOEL BRAY
PHONE: (386) 586-6403
JOEL.BRAY@FPL.COM

AT&T DISTRIBUTION
CONTACT: DINO FARRUGGIO
PHONE: (561) 683-2729

CHARTER COMMUNICATION
CONTACT: JERROD KAISER
PHONE: (321) 388-1929
JERROLD.KAISER@CHARTER.COM

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1530 CORNERSTONE BLVD. SUITE 200A
DAYTONA BEACH, FL 32117
CONTACT: NICOLE E. MCCONNELL, P.E.
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OWNER
CITY OF PORT ORANGE
1395 DUNLAWTON AVE
PORT ORANGE, FL 32129
CONTACT: JUNOS REED
(386) 506-5754
EMAIL: JUREED@PORT-ORANGE.ORG

NOTES:
PRIOR TO ANY EXCAVATIONS THE CONTRACTOR SHALL COMPLY WITH THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT PER CHAPTER 556 OF FLORIDA LAW. CALL THE "SUNSHINE STATE ONE-CALL CENTER" 1-800-432-4770 FOR UNDERGROUND UTILITY LOCATIONS.
THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PREPARED BY
Kimley»Horn
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THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE FURNISHED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN AUTOCAD FILES AND SITE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.

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No.	REVISIONS	DATE	BY			



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E17	ELECTRICAL DETAILS - 1
E18	ELECTRICAL DETAILS - 2

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CIVIL SYMBOLS LEGEND

	EXISTING SPOT ELEVATION
	PROPOSED ELEVATION
	PROPOSED TOP OF CURB/ PAVEMENT ELEVATION
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED STORM PIPE
	PROPOSED GRATE INLET
	PROPOSED CURB INLET
	PROPOSED STORM MANHOLE
	EXISTING STORM PIPE
	EXISTING GRATE INLET
	PROPOSED DIRECTION OF SURFACE WATER RUNOFF
	PROPOSED YARD DRAIN

PROCESS PIPING LEGEND (SINGLE-LINE)

	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN
	EXISTING REUSE MAIN
	EXISTING WATER MAIN
	EXISTING UNDERGROUND TELECOMM. LINE
	EXISTING OVERHEAD LINE
	EXISTING FIBER OPTIC LINE
	EXISTING NATURAL GAS LINE
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY MANHOLE
	PROPOSED SANITARY SERVICE
	PROPOSED FORCE MAIN

STANDARD ABBREVIATIONS

(A)ARV A/C A/VV AAVVC ABAN ABFV ABRSV ABS AB-xx ACCMCP	(AUTOMATIC) AIR RELEASE VALVE AIR CONDITIONING AIR/VACUUM AIR VALVE AUTOMATIC AIR VENT ABANDON(ED) ACTUATED BUTTERFLY VALVE ABRASIVE ACRYLONITRILE BUTADIENE STYRENE AUGER BORING (e.g. AB-1) ASPHALT-COATED CORRUGATED METAL PIPE	EJ EL(EV) ELAST ELBOW EMER EOP EPDM	EXPANSION JOINT ELEVATION ELASTOMERIC MWWL N N.C. N.I.C. N.O. N/A N&OCI NE NF NIC NO, # NOM NPT NPW NSFC NTS,N.T.S. NW O&M O.C. O/E O/O O2 OD OF OFF OH OP OPER OPP OPT OVF PIL PA PBV PC PE PEP PERM PG PGL PJ PM PNV POB POI POJ POL PPD PPM PREFAB PRESSURE PROP PRV PRW PSF PSI PT PV PVC PVC-D	MOUNTED MOTORIZED VALVE MANWAY MEAN WATER LEVEL NORTH(ING) NORMALLY CLOSED NOT IN CONTRACT NORMALLY OPEN NOT APPLICABLE SODIUM HYPOCHLORITE NORTH(EAST) NANO FILTRATION NOT IN CONTRACT NUMBER NOMINAL NATIONAL PIPE TAPER NON-POTABLE WATER NOT SHOWN FOR CLARITY NOT TO SCALE NORTHWEST OPERATION AND MAINTENANCE ON CENTERS OR EQUAL OUTSIDE TO OUTSIDE OXYGEN OUTSIDE DIAMETER OUTSIDE FACE OFFSET OVER HEAD ORIFICE PLATE OPERATOR OPPOSITE OPTION(AL) OVERFLOW PROPERTY LINE PROCESS AIR PLASTIC BALL VALVE POINT OF CURVE PLAIN END POLYETHYLENE PIPE PERMEABLE PRESSURE GAUGE PROPOSED GRADE LINE PUSH-ON JOINT PROCESS MECHANICAL PINCH VALVE POINT OF BEGINNING POINT OF INTERSECTION PUSH-ON JOINT POLYMER POUNDS PER DAY PARTS PER MILLION PREFABRICATED PRESSURE PROPOSED PRESSURE REDUCING VALVE PROCESS WATER POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH POINT OF TANGENCY PLUG VALVE POLYVINYL CHLORIDE POLYVINYLCHLORIDE (DOUBLE CONTAINED) POLYVINYLIDENE FLUORIDE (KYNAR) PAVEMENT POTABLE WATER FLOW QUANTITY RIGHT RIGHT OF WAY RADIUS RETURN ACTIVATED SLUDGE RAW WATER REINFORCED CONCRETE BOX REINFORCED CONCRETE PIPE REINFORCED CONCRETE PIPE ARCH RECLAIMED WATER REINFORCING STEEL REDUCER REUSE EFFLUENT WATER REFERENCE REINFORCE(D)(ING)(MENT) RO REJECT REQUIRED RETURN EFFLUENT WATER RESTRAINED JOINT (BELL) RESTRAINED MECHANICAL JOINT RANGE REVERSE OSMOSIS RADIUS OF CURVATURE REVOLUTIONS PER MINUTE REDUCED PRESSURE ZONE BACKFLOW PREVENTER RAILROAD RAW SEWAGE RECLAIMED WATER RAW WASTEWATER SOUTH S.F. S.I. S.O. S.STL S.Y. SA SAN SB-xx SCH SCV SD SDR SE SEC SEFF	SF SHT SIM SL SLV SLV SM SOL SP SPEC(S) SPT-xx SQ SS SSE ST STA STD STL STORM STR SUP SV SVC SVW SW SWD SYM SYMM TAB T&C T.O.C. T.O.S. T.S. T.V. TAN TBM TB-xx TDH TEL TEMP TH THD THK TJ TOB TOC TOS TS TV TWP TYP UD UG UGE UN UTC UTIL UV VAC VAR VB VC VCP VEL VERT VFD VOL VTR W W.L. W.P. W/ W/O WAS WCO WF WM WM WPR WS(P) WGT WTF WTP WW WWF WWW WWTP XFER XLHDP YD YH YR	SQUARE FOOT OR FEET SHEET(ED)(ING) SIMILAR SLUDGE SLEEVE SHEET METAL SOLUTION SOIL PIPE SPECIFICATION(S) STANDARD PENETRATION TEST BORING (e.g. SPT-1) SQUARE SANITARY SEWER SUBSTANDARD EFFLUENT SAMPLE TAP STATION STANDARD STEEL STORMWATER STRAIGHT SUPERNATANT SOLENOID VALVE SERVICE SERVICE WATER SOUTHWEST SIDEWATER DEPTH SYMBOL SYMMETRICAL TOP AND BOTTOM TOP OF CONCRETE TOP OF SLAB TAPPING SLEEVE TAPPING VALVE TANGENT TEMPORARY BENCH MARK TEST BORING-xx (e.g. TB-1) TOTAL DYNAMIC HEAD TELEPHONE TEMPORARY TEST HOLE THREADED THICKNESS TIED JOINT TOP OF BANK TOP OF CURB TOE OF SLOPE THICKENED SLUDGE TELEVISION TOWNSHIP TYPICAL UNDERDRAIN UNDERGROUND UNDERGROUND ELECTRIC UNLESS OTHERWISE NOTED UNDERGROUND TELEPHONE CABLE UTILITY ULTRAVIOLET VACUUM VARIES VALVE BOX VERTICAL CURVE VITRIFIED CLAY PIPE VELOCITY VERTICAL VARIABLE FREQUENCY DRIVE VOLUME VENT THROUGH ROOF WEST WATER LEVEL WALL PIPE (WITH WATER STOP) WITH WITHOUT WASTE ACTIVATED SLUDGE WALL CLEAN OUT WIDE FLANGE WALL HYDRANT WATER MAIN WATER MESH WORKING PRESSURE WELDED STEEL (PIPE) WEIGHT WATER TREATMENT FACILITY WATER TREATMENT PLANT WASTEWATER WELDED WIRE FABRIC WELDED WIRE MESH WASTEWATER TREATMENT FACILITY WASTEWATER TREATMENT PLANT TRANSFER CROSS LINKED HIGH-DENSITY POLYETHYLENE YARD(S) YARD HYDRANT YEAR(S)
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NOTE: THIS LEGEND IS FOR GENERAL REFERENCE. NOT ALL ABBREVIATIONS, SYMBOLS, PROCESSES, MATERIALS, OR FITTINGS MAY BE USED IN THIS DESIGN, NOR IS THIS LEGEND COMPREHENSIVE. REFER TO INDIVIDUAL DRAWING LEGEND(S) IF SYMBOLS ARE NOT LISTED. INDIVIDUAL DISCIPLINE STANDARD LEGENDS SUPERCEDE THIS GENERAL LEGEND, IF PROVIDED.

DRAFTING LEGEND

	ANNOTATION, SINGLE LEADER (INDICATING TYPICAL AT MULTIPLE LOCATIONS)
	ANNOTATION, MULTIPLE LEADERS INDICATING DISCRETE TARGETS
	VIEWPORT OR FEATURE BREAK INDICATOR
	VIEW FRAME EXTENT (WITH DRAWING LOCATION REFERENCE)
	STANDARD NORTH ARROW (ROTATED AS REQUIRED)
	NORTH ARROW
	GRAPHIC SCALE IN FEET
	HALF VIEWPORT SCALE
	FULL VIEWPORT SCALE
	DOUBLE VIEWPORT SCALE
	VERTICAL
	SECTION CUT AND DIRECTION TAIL (ROTATED AS REQUIRED)
	OPTIONAL HAT (INDICATES VIEW DIRECTION)
	DETAIL OR SECTION NUMBER/LETTER
	SECTION WHERE DETAIL IS FOUND
	DRAWING WHERE DETAIL IS REFERENCED
	DETAIL SCALE: N.T.S.

PROCESS PIPING LEGEND (DOUBLE-LINE OR 3D)

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	PRIMARY MECHANICAL JOINT FITTINGS		SECONDARY GLOBE CHECK VALVE (FLANGED SHOWN)
	PRIMARY FLANGED FITTINGS		SECONDARY SWING CHECK VALVE (FLANGED SHOWN)
	PRIMARY SOLVENT WELD FITTINGS		SECONDARY PIPE COUPLING
	PRIMARY BUTT-WELD FITTINGS (S.STL SHOWN)		SECONDARY EXPANSION JOINT, FLANGED
	PRIMARY BALL VALVE (SOLVENT WELD SHOWN)		SECONDARY FLOW CONTROL VALVE (FLANGED SHOWN)
	PRIMARY GATE VALVE (FLANGED SHOWN)		SECONDARY MAGNETIC FLOW METER (FLANGED SHOWN)
	PRIMARY PLUG VALVE (FLANGED SHOWN)		SECONDARY PROPELLER FLOW METER (FLANGED SHOWN)
	PRIMARY BUTTERFLY VALVE (FLANGED SHOWN, WHEEL OPERATED)		SECONDARY V-CONE FLOW METER (FLANGED SHOWN)
	PRIMARY BUTTERFLY VALVE (WAFER, LEVER OPERATED)		SECONDARY VENTURI FLOW METER (FLANGED SHOWN)

DETAIL/SECTION REFERENCES

	SECTION CUT AND DIRECTION TAIL (ROTATED AS REQUIRED)		OPTIONAL HAT (INDICATES VIEW DIRECTION)		DETAIL OR SECTION NUMBER/LETTER		SECTION WHERE DETAIL IS FOUND		DRAWING WHERE DETAIL IS REFERENCED		DETAIL SCALE: N.T.S.
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Kimley»Horn

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DAYTONA BEACH, FL, 32117
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 142325020	DATE 03/04/2024
SCALE AS SHOWN	DESIGNED BY RML
DRAWN BY CPV	CHECKED BY NEM



LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

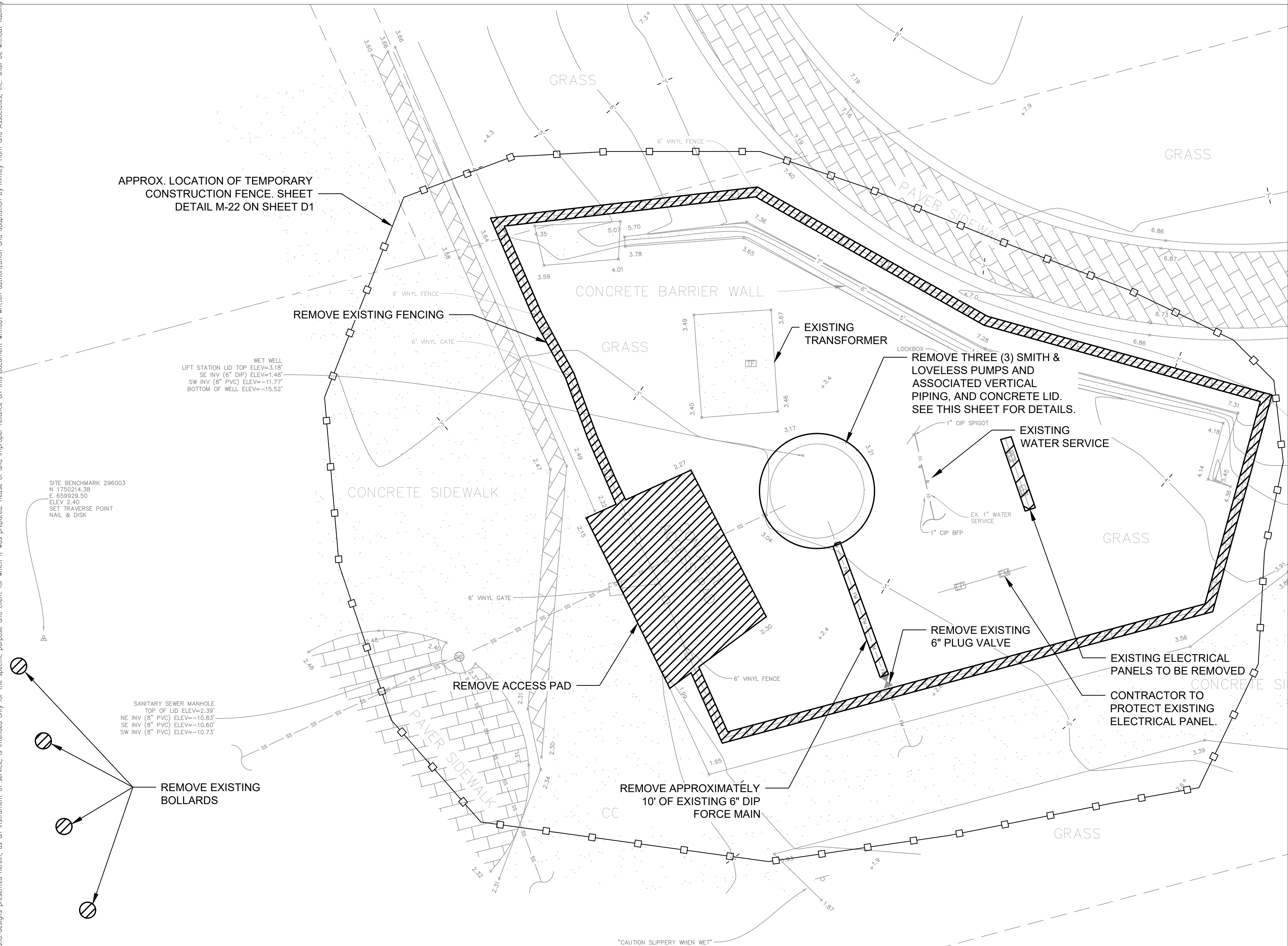
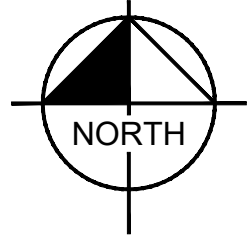
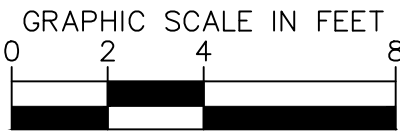
LICENSED PROFESSIONAL	NICOLE E. MCCONNELL
FL LICENSE NUMBER	73789
DATE:	

LIFT STATION
SYMBOLS AND
ABBREVIATION

SHEET NUMBER

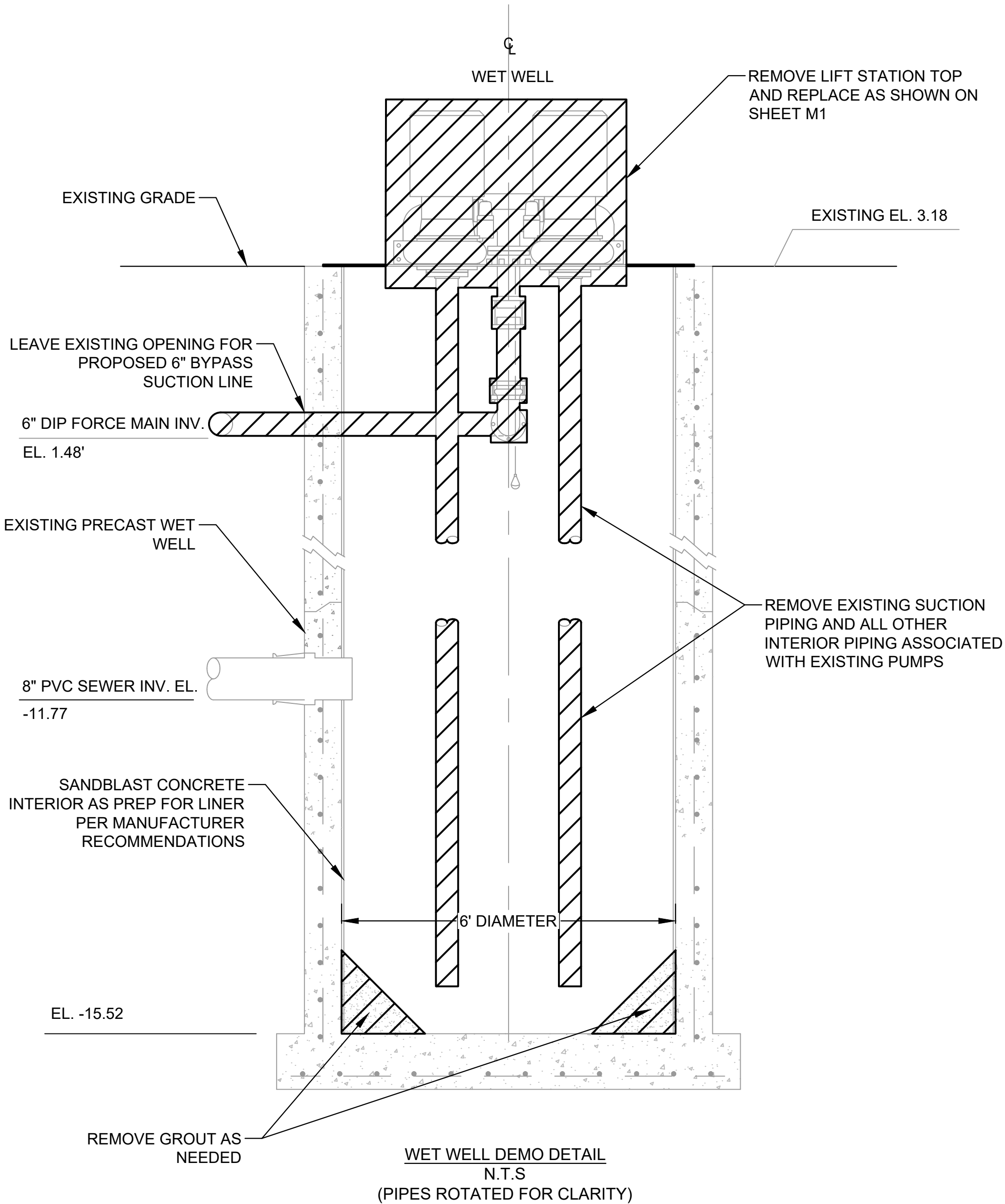
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NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO COORDINATE WITH CITY OF PORT ORANGE UTILITIES DEPARTMENT PRIOR TO DEMOLITION.
3. CONTRACTOR TO RESTORE ALL PAVEMENT, CURB, SIDEWALK, AND GRADE TO EXISTING CONDITIONS.
4. CONTRACTOR TO BYPASS FLOWS WHILE LIFT STATION IS OUT OF SERVICE DURING CONSTRUCTION. SEE SHEET C2 FOR ADDITIONAL INFORMATION.



No.	REVISIONS	DATE	BY

Kimley»Horn

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KHA PROJECT
142325020
DATE
03/04/2024
SCALE AS SHOWN
DESIGNED BY RML
DRAWN BY CPV
CHECKED BY NEM



LIFT STATION
AT EAST OCEAN AVENUE

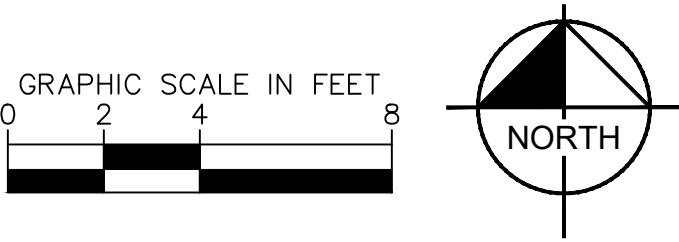
PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL
NICOLE E. MCCONNELL
FL LICENSE NUMBER
73789
DATE:

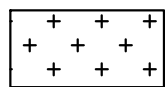
LIFT STATION
DEMOLITION PLAN AND DETAIL

SHEET NUMBER
C1

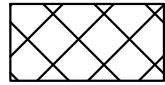
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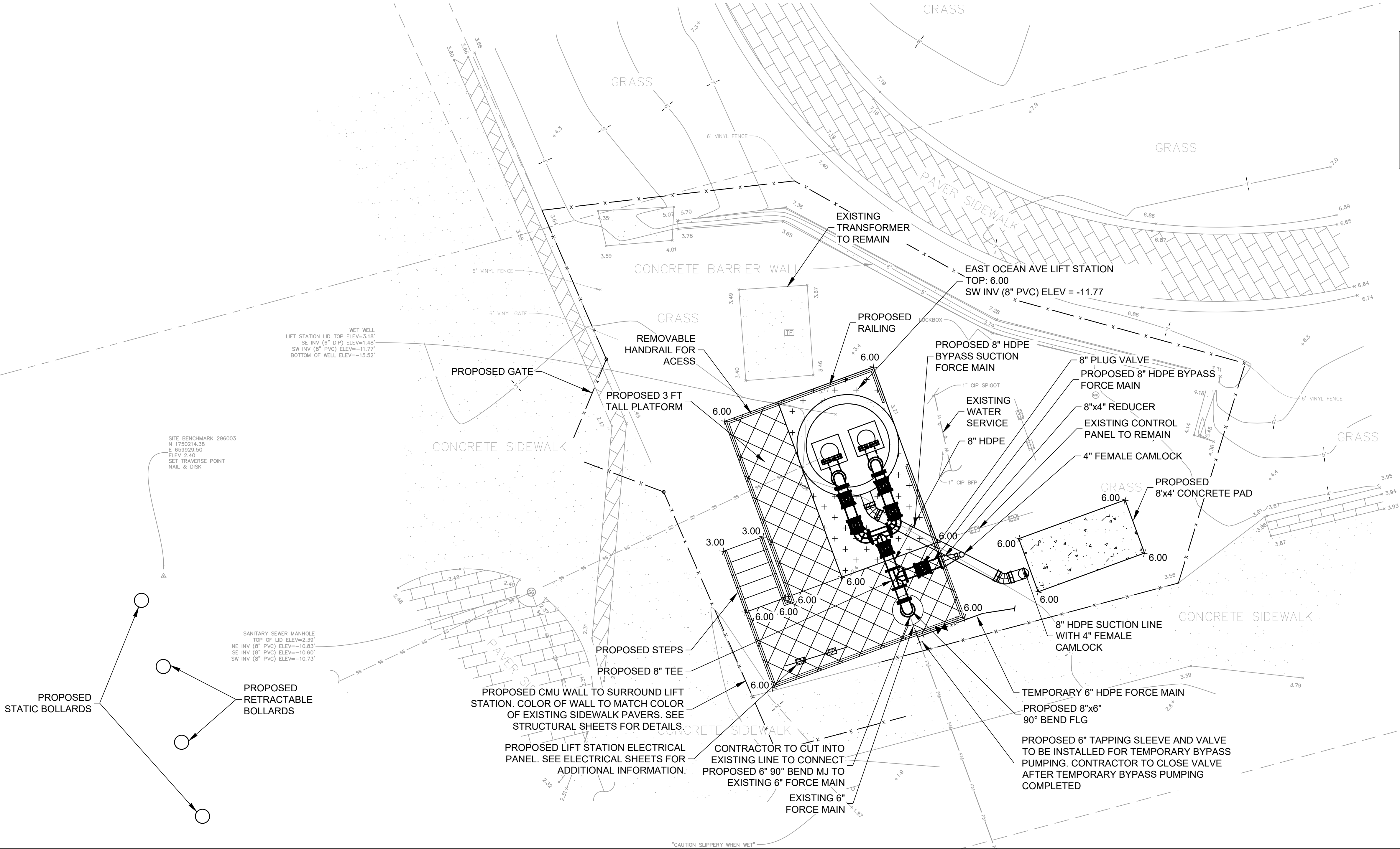
LEGEND



CONCRETE



RAISED PLATFORM



NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. REPLACEMENT FENCING SHALL MATCH EXISTING FENCING.
3. CONTRACTOR TO BYPASS FLOWS BY PUMPING FROM TERMINAL MANHOLE TO VALVE INSTALLED ON EXISTING 6" FORCE MAIN. ANY ALTERNATE BYPASS PLANS TO BE SUBMITTED TO ENGINEER FOR APPROVAL.
4. CONTRACTOR TO GRADE GROUND UNDER RAISED PLATFORM TO A UNIFORM GRADE OF 3 FT.
5. CONTRACTOR TO RELOCATE WATER SERVICE AROUND PROPOSED PLATFORM. CONTRACTOR TO FIELD VERIFY CONNECTION POINT.
6. CONTRACTOR TO PROVIDE SILT FENCE AROUND SITE WORK. SEE DETAIL M-23 ON SHEET D-1

No.	REVISIONS	DATE	BY

Kimley»Horn

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KHA PROJECT	142325020
DATE	03/04/2024
SCALE	AS SHOWN
DESIGNED BY	RML
DRAWN BY	CPV
CHECKED BY	NEM



LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

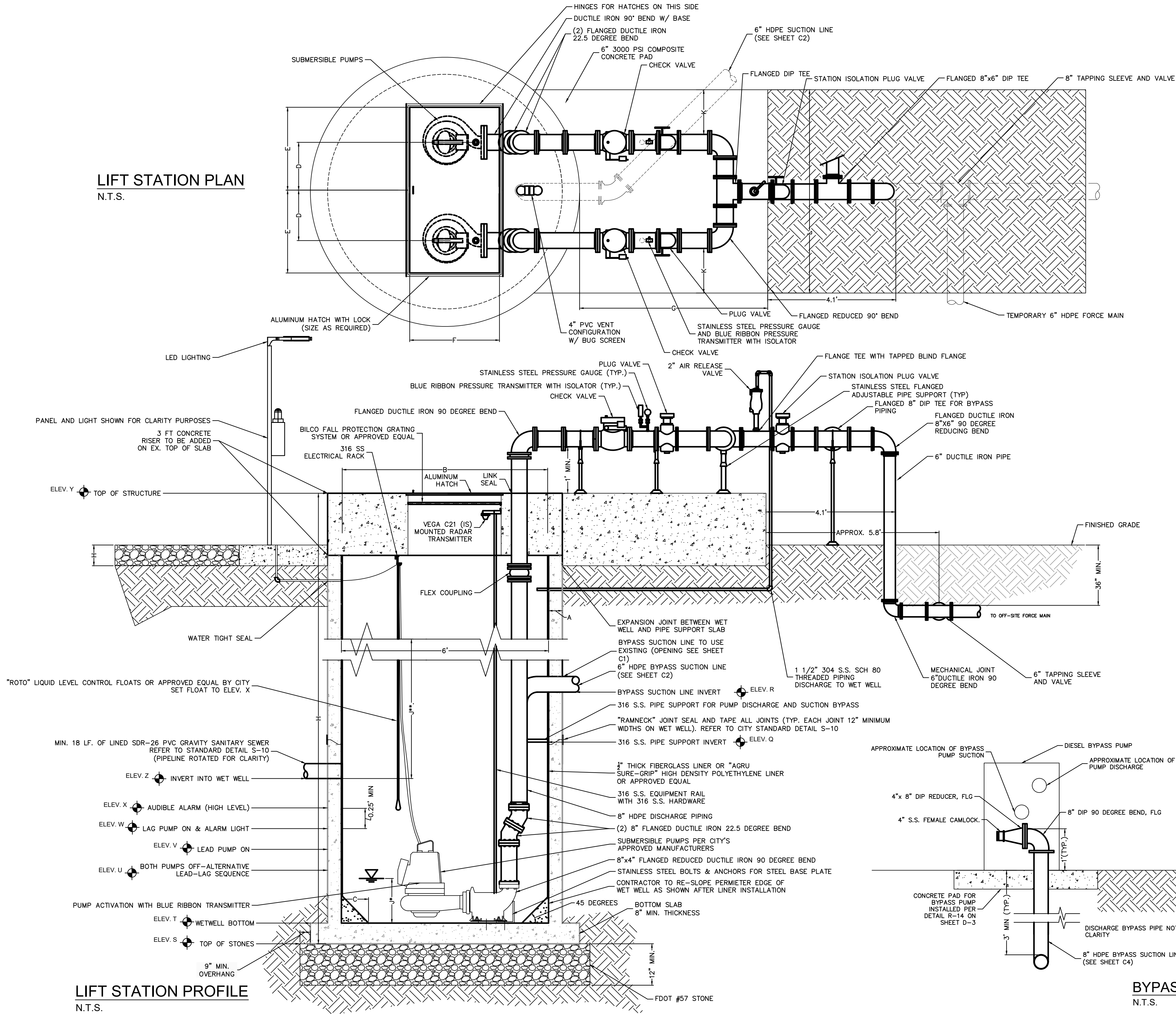
LICENSED PROFESSIONAL	
NICOLE E. MCCONNELL	
FL LICENSE NUMBER	73789
DATE:	

LIFT STATION
PROPOSED SITE PLAN

SHEET NUMBER
C2

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LIFT STATION PLAN
N.T.S.



PUMPING STATIONS	DIMENSIONS	ELEV. AT CONSTRUCTION	NOTES
DIM A	8"		8" MIN.
DIM B	6'-0"		EXISTING DIA.
DIM C	*		
DIM D	*		
DIM E	24"		24" MIN.
DIM F	48"		48" MIN.
DIM G	5'-0"		5'-0" MIN.
DIM H	21.52'		6" MIN.
DIM J	3.75'		
DIM K			2' MIN.
DIM L			7.5' MIN
ELEV Q	-4.8'		
DIM R	1.48'		
DIM S	**		
ELEV T	-15.52'		EXISTING ELEV.
ELEV U	-13.52'		
ELEV V	-12.52'		
ELEV W	-12.02'		
ELEV X	-11.77'		
ELEV Y	6.0'		
ELEV Z	-11.77'		EXISTING ELEV.

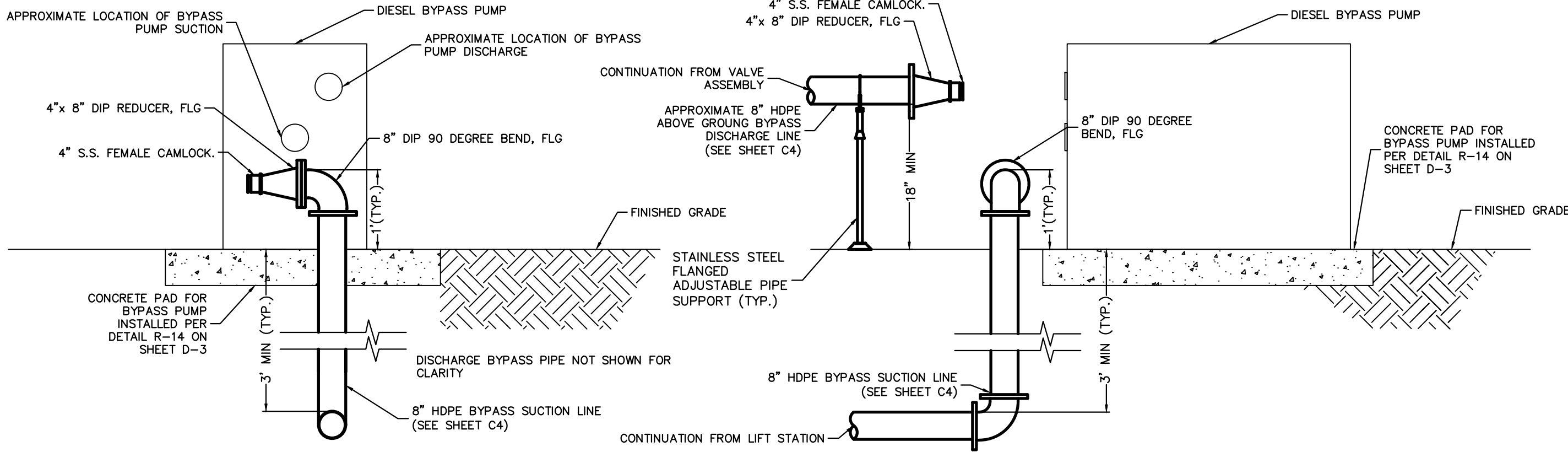
* PER PUMP MANUFACTURERS REQUIREMENT
** APPLICABLE TO EXISTING LIFT STATION MODIFICATIONS.
ALL DIMENSIONS TO BE DETERMINED ON A CASE BY CASE BASIS
AT THE DISCRETION OF PORT ORANGE PUBLIC WORKS & UTILITIES

- GENERAL NOTES:
1. ALL EXPOSED METAL SHALL BE PAINTED WITH 2 COATS OF EXTERIOR EPOXY PAINT.
 2. BASE AND FIRST RISER UNIT TO BE PRECAST MONOLITHIC.
 3. ALL SURFACES IN WET WELL TO BE LINED WITH CITY OF PORT ORANGE PUBLIC WORKS & UTILITIES, APPROVED MATERIALS.
 4. ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WET WELL SHALL BE MADE WATERTIGHT WITH WALL SLEEVE OR NON-SHRINK GROUT. ALL ELECTRICAL CONDUITS IN WELL TO BE SEALED.
 5. ALL ELECTRIC CONDUCTORS SHALL BE TERMINATED IN A DEMARCATION PANEL, SEALED BETWEEN WET WELL AND CONTROL PANEL. SEAL OFFS SHALL BE SPLIT TYPE SERVICEABLE. THERE SHALL BE NO VALVES OR ELECTRICAL JUNCTION BOXES IN WET WELL.
 6. ALL ELECTRICAL CABLES SHALL BE CONTINUOUS TO CONTROL PANEL OR BOX.
 7. WET WELL COVER SHALL BE ALUMINUM WITH 316 S.S. HARDWARE AND LOCK BRACKET, SIZE AS REQUIRED BY PUMP MANUFACTURER AND APPROVED BY CITY OF PORT ORANGE PUBLIC WORKS & UTILITIES.
 8. FLEXIBLE COUPLING SHALL BE SLEEVE TYPE.
 9. PUMPS SHALL BE:

MANUFACTURER: SULZER; MODEL: XFP1000 CB1; IMP: .9; DIA: 230MM; MM, SPEED: 1780 RPM;
DISCHARGE SIZE: 4" IN.; VOLTAGE: 230V;
HZ: 60 HZ; PHASE: 3 Ph; H.P.: 17.4 hp;
MIN. SOLID SIZE: _____ IN.; CURVE: _____

10. OPERATING CONDITIONS SHALL BE 540 GPM AT 60 FEET TDH.
11. ALL HARDWARE IN WET WELL TO BE 316 STAINLESS STEEL.
12. DISCHARGE PIPING TO BE 6" MINIMUM.
13. WET WELL HATCH TO OPEN TOWARDS DISCHARGE PIPING.
14. ALL PVIOUS SURFACES WITHIN CITY OWNED EASEMENT TO HAVE 6" THICK LAYER OF FDOT #57 STONE OVER LAYER OF LANDSCAPE FABRIC

LIFT STATION PROFILE
N.T.S.



BYPASS PUMP SECTION
N.T.S.

No.	REVISIONS	DATE	BY

Kimley»Horn

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KHA PROJECT 142325020
DATE 03/04/2024
SCALE AS SHOWN
DESIGNED BY RML
DRAWN BY CPV
CHECKED BY NEM



LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL
NICOLE E. MCCONNELL
FL LICENSE NUMBER 73789
DATE:

LIFT STATION

LIFT STATION
MECHANICAL PLAN

SHEET NUMBER

M1

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THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.

CONSTRUCTION:

1. ALL WORK PERFORMED ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR FLORIDA LICENSED GENERAL CONTRACTOR REGISTERED WITH THE CITY.
2. THE PLANS SHALL DIMENSION THE LOCATION, OF ALL MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PROPOSED AND EXISTING PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE.
3. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 - A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
 - B. MANHOLE RIM AND INVERT ELEVATIONS
 - C. UTILITY CROSSINGS WITH VERTICAL SEPARATION
 - D. SHOW PROPOSED SEWER AND EXISTING UTILITY
 - E. EXISTING GROUND PROFILE
 - F. MATCH LINE
 - G. VICINITY MAP
 - H. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS
4. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS HAVING KITCHEN, FOOD PREPARATION OR SERVING FACILITIES AND / OR MISCELLANEOUS USES. GREASE INTERCEPTORS' CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 6A-6-6. CALCULATIONS TO DETERMINE SIZING REQUIREMENTS SHALL BE SUBMITTED AS PART OF BUILDING PERMITTING. AN INSPECTION MANHOLE MAY BE REQUIRED IMMEDIATELY DOWN STREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
5. ON ALL EXCAVATION AND BACKFILLING, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ACCORDANCE TO OSHA GUIDELINE IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
6. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
7. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY SERVICE AREA.
8. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
9. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
10. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES

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11. THE CITY MAY REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.

12. THE CITY OF PORT ORANGE RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.

13. ALL TAPPING OF PRESSURE MAINS AND CORING OF MANHOLES SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOURS NOTIFICATION DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY ESTABLISHED BY CITY. WITH RESPECT TO THE IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. CONTRACTORS HAVING EXPERIENCE AND PROPER EQUIPMENT MAY BE GRANTED PERMISSION TO CORE MANHOLE BY PUBLIC UTILITIES DEPARTMENT.

14. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER					6', PREFERRED 10'	6', PREFERRED 10'
STORM GRAVITY	3'		3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM FORCE	3'	3'		3'	6', PREFERRED 10'	6', PREFERRED 10'
RECLAIM	3'	3'	3'		6', PREFERRED 10'	6', PREFERRED 10'
SANITARY GRAVITY	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'		6', PREFERRED 10'
SANITARY FORCE	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	

15. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY GRAVITY AND WATER MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6" ABOVE THE SANITARY GRAVITY MAIN. ALTERNATIVELY, THE 3' MINIMUM HORIZONTAL SEPARATION SHALL BE ALLOWED WHEN THE SEWER MAIN IS ENCASED WITH CONCRETE OR ENCLOSED IN A WATER TIGHT CARRIER PIPE OR UPGRADED TO PRESSURE RATED PVC PIPE (MEETING AWWA C-900 OR C-905 SPECIFICATION AND PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING).



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)

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16. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
STORM GRAVITY	UNDER STORM GRAVITY 12"		UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12" UNDER WATER 12"	OVER STORM GRAVITY 6"	OVER STORM FORCE 6"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 6", PREFERRED 12"
RECLAIM	OVER WATER 12" UNDER WATER 12"	OVER STORM GRAVITY 12" UNDER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12" UNDER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12" UNDER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12" UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12" UNDER WATER 6", PREFERRED 12"	OVER STORM GRAVITY 12" UNDER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12" UNDER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
SANITARY FORCE	OVER WATER 12" UNDER WATER 12"	OVER STORM GRAVITY 12" UNDER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12" UNDER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12" UNDER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)

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1. LIFT STATION MINIMUM COMPONENTS: WET WELL, DUPLEX SUBMERSIBLE OR SURFACE MOUNTED OR RECESSED MOUNTED PUMPS, EMERGENCY PUMP OUT AND VALVE BOX, METER AND BOX, ISOLATION VALVE AND BOX, POWER AND CONTROL PANELS, WATER SERVICE, AND TELEMETRY.

2. WET WELL DIMENSIONS/REQUIREMENTS:
DIAMETER, MINIMUM = 6'
DEPTH, MAXIMUM = 16' FOR SURFACE MOUNTED PUMP SYSTEM, 26' FOR SUBMERSIBLE PUMP SYSTEM
WALL THICKNESS MINIMUM = 8"
LOWEST INVERT TO WET WELL BOTTOM SEPARATION MINIMUM = 60"
TOP ELEVATION MINIMUM = 12" ABOVE FINISHED/SURROUNDING GRADE/NO LOWER THAN THE 100-YEAR BASE FLOOD ELEVATION

3. LIFT STATIONS PROPOSED TO BE GREATER THAN 16' DEEP OR THAT DO NOT MEET THE MINIMUM DISTANCE REQUIREMENT FROM LOWEST INVERT TO WET WELL BOTTOM SHALL BE SUBMERSIBLE PUMP SYSTEMS.

4. SUBMERSIBLE PUMPS SHALL BE FLYGT (XYLEM) OR ABB SULZER AND SURFACE OR RECESSED PUMPS SHALL BE SMITH & LOVELESS, INC. EQUIPMENT OTHER THAN SPECIFIED NEED TO BE REVIEWED AND APPROVED BY THE CITY.

5. INSTRUMENTATION AND CONTROLS (ALL LIFT STATION TYPES):

- A. ALL INSTRUMENTATION, CONTROL, EQUIPMENT, PROGRAMMING, AND OPERATION, HEREINAFTER TERMED "THE SYSTEM", SHALL BE INTEGRATED BY THE CONTROL SYSTEM INTEGRATOR WHO, WITH THE CONTRACTOR, SHALL COORDINATE AND HAVE RESPONSIBILITY FOR INTERCONNECTION AND INTEGRATION OF ALL NEW, EXISTING AND ANY EQUIPMENT BEING INSTALLED AS SHOWN ON THE DRAWINGS. THE SYSTEM INTEGRATOR, WITH THE CONTRACTOR, SHALL PROVIDE ALL OF THE SERVICES, EQUIPMENT AND APPURTENANCES REQUIRED TO ACHIEVE A FULLY INTEGRATED AND OPERATIONAL SYSTEM. THE CONTROL SYSTEM INTEGRATOR, WITH THE CONTRACTOR, SHALL COORDINATE WITH ALL EQUIPMENT MANUFACTURERS AND WITH ALL MECHANICAL AND ELECTRICAL SYSTEM SUPPLIERS FOR INTERFACE REQUIREMENTS AND FURNISH ALL COMPATIBLE INTERFACE SIGNALING ANY SIGNAL ISOLATORS THAT ARE REQUIRED.
- B. PRODUCTS SHALL BE OF THE SAME MAJOR INSTRUMENTATION MANUFACTURER WITH PANEL MOUNTED DEVICES OF THE SAME TYPE AND MODEL, AS POSSIBLE. SUBSTITUTION ON FUNCTIONS OR EQUIPMENT SPECIFIED WILL NOT BE ACCEPTABLE.
- C. IN ORDER TO ENSURE THE INTERCHANGEABILITY OF PARTS, QUALITY CONTROL, EASE OF INTERFACING BETWEEN VARIOUS SUB-SYSTEMS AND ESTABLISHMENT OF MINIMUMS WITH REGARD TO RANGES AND ACCURACY, STRICT COMPLIANCE WITH THE ABOVE REQUIREMENTS SHALL BE MAINTAINED.
- D. THE SYSTEM INTEGRATOR SHALL BE SANDERS COMPANY, INC. STUART, FLORIDA, PHONE 800-247-0880.
- E. THE SYSTEM SHALL BE FABRICATED, ASSEMBLED, INSTALLED AND PLACED IN PROPER OPERATING CONDITION IN FULL CONFORMITY WITH DRAWINGS, SPECIFICATIONS, ENGINEERING DATA, INSTRUCTIONS AND RECOMMENDATIONS.
- F. ALL EQUIPMENT AND INSTALLATIONS SHALL SATISFY APPLICABLE NATIONAL, STATE AND LOCAL MECHANICAL AND ELECTRICAL CODES.

6. WET WELL SECTIONS SHALL BE JOINED USING "RANNECK" JOINT MATERIAL AND SHALL BE FREE FROM SEEPAGE PRIOR TO ACCEPTANCE. PROVIDE "EZ-WRAP" BUTYL ADHESIVE TAPE PER MANUFACTURER'S RECOMMENDATIONS AT EACH WETWELL SECTION EXTERIOR JOINT CIRCUMFERENCE.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LIFT STATION NOTES

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7. WET WELL CONSTRUCTION SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH A.S.T.M. C-76, 4,000 PSI AT 28 DAYS. ALTERNATE CONSTRUCTION SHALL BE PRECAST MONOLITHIC WITH BASE SLAB IN ACCORDANCE WITH ASTM C-478.

8. LIFT STATION AND THE LAST MANHOLE CONNECTING TO THE WET WELL SHALL BE FIBERGLASS LINED, AGRU SURE GRIP 13MM STUD HEIGHT, PE YELLOW, 3.0 MIN THICKNESS, OR OTHER MATERIAL AS APPROVED BY THE CITY OF PORT ORANGE.

9. PIPE AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.

10. ALL DISCHARGE FITTINGS TO BE PVC RESTRAINED JOINT.

11. ALL SEWER LINES ENTERING AND EXITING MANHOLES SHALL BE SEALED UTILIZING RUBBER BOOTS WITH 316 STAINLESS STEEL STRAPS AND COVERED WITH HYDRAULIC CEMENT OR OTHER CITY APPROVED INFILTRATION LIMITING METHODS.

12. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF PORT ORANGE (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.

13. NO SPLICES OR JUNCTION BOXES ARE ALLOWED FOR BALL FLOAT CORD INSTALLATION.

14. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.

15. ALL LIFT STATION WIRING SHALL BE STANDARD COPPER. THREE PHASE POWER AND MOTORS REQUIRED.

16. DEMARCATION PANEL REQUIRED FOR ALL CONNECTIONS INTO WET WELL.

17. EMERGENCY "HIGH LEVEL" WET WELL SOLID ALARM LIGHT REQUIRED. NO HORN OR AUDIBLE ALARM REQUIRED.

18. EMERGENCY ELECTRICAL RECEPTACLE REQUIRED TO BE INSTALLED ON ELECTRICAL EQUIPMENT RACK.

19. DEVELOPER/CONTRACTOR TO PAY ALL INITIAL ELECTRICAL CONNECTION CHARGES, ETC. ON THE DAY OF FINAL ACCEPTANCE BY THE CITY, ALL FUTURE MONTHLY ELECTRICAL BILLS TO BE TAKEN OVER BY THE CITY OF PORT ORANGE PUBLIC UTILITIES DEPT. PLEASE CONTACT THE PUBLIC UTILITIES DEPARTMENT AT (386) 506-5750 TO TRANSFER POWER BILL OVER TO THE CITY.

20. LIFT STATION ENCLOSURE SHALL BE 6' HIGH BLACK PLASTIC COATED CHAIN LINK FENCE, WOODEN SHADOW BOX FENCE, OR MASONRY WALL, AS APPROVED BY THE CITY OF PORT ORANGE COMMUNITY DEVELOPMENT DEPARTMENT. THE MASONRY WALL SHALL BE IN COMPLIANCE WITH THE ARCHITECTURAL AND LANDSCAPE REQUIREMENTS OF THE LDC. ANY SPECIAL FENCING APPROVED AND INSTALLED SHALL BE MAINTAINED BY THE PRIVATE ENTITY RESPONSIBLE. THE ENCLOSURE SHALL BE INSTALLED WITH A MINIMUM OF 36" CLEARANCE FROM ALL ELECTRICAL / MECHANICAL EQUIPMENT.

21. ALL GROUND SURROUNDING THE LIFT STATION MUST BE GRADED IN #57 STONE. FINAL ACCEPTANCE OF THE LIFT STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED.

22. LIFT STATION INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR 48 HOURS IN ADVANCE. IF DETERMINED BY THE CITY'S INSPECTOR THAT ALL WORK IS COMPLETE AND READY, THE CONTRACTOR MAY SCHEDULE THE STATION START-UP.

23. THE CONTRACTOR WILL NOTIFY, AT A MINIMUM, THE CITY UTILITIES ENGINEER, ENGINEER OF RECORD, POWER COMPANY, REMOTE TELEMETRY PROVIDER, AND PUMP SUPPLIER OF THE OFFICIAL START-UP DATE AND TIME.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LIFT STATION NOTES
(CONTINUED)

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24. LIFT STATION START-UP AND ACCEPTANCE PROCEDURES:

- BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THE CONTRACTOR SHALL PERFORM A STATION START-UP TEST IN THE PRESENCE OF CITY'S REPRESENTATIVE AND/OR INSPECTOR TO DEMONSTRATE SATISFACTORY PERFORMANCE OF ALL EQUIPMENT AND APPURTENANCES AND THAT THE STATION IS CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND STANDARD CONSTRUCTION DETAILS.
- REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, REMOTE TELEMETRY PROVIDER, AND ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TEST.
- CONTRACTOR OR ENGINEER OF RECORD SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA FOR THE START-UP TEST.
- THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT BY THE ENGINEER OF RECORD ALONG WITH A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING.
- IN THE EVENT THAT THE STATION OR ANY OF ITS ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT, THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START-UP WITH ALL PARTIES NOTED ABOVE PRESENT.
- THE ENGINEER OF RECORD SHALL PROVIDE THREE (3) PAPER COPIES, ONE (1) PDF FILE AND ONE (1) DWG FILE OF THE STATION AS-BUILTS AND OPERATION AND MAINTENANCE MANUAL TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
- LIFT STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTED BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT TO THE ENGINEER OF RECORD.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LIFT STATION NOTES

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AIR RELEASE VALVES

MANUFACTURER	MODEL #
ARI	D-025P (Plastic)

GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER

MANUFACTURER	SERIES OR MODEL #
American AVK Co.	3, 18, 25, 45, 55, & 66
Clow	2638 and 2639
Mueller	A-2360, A-2361, T-2360, T-2361
American Flow Control	2500

JOINTS RESTRAINED – PVC ONLY

MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1500/1600/2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200/4000
Sigma	One-Lock SLC, PV-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120), Bell-Lock (115 & 165)

FORCE MAIN FITTINGS – PVC AND DIP CLASS 350 (WITH PROTECTO 401 CERAMIC EPOXY), C-900, C-905 OR C-907

MANUFACTURER	Harco, Multi-Fittings, Plastic Trends, Head, Tyler/Union
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MANHOLE AND LIFT STATION WET WELL REHABILITATION LINER

MANUFACTURER	Raven 405, ½" minimum thick fiberglass liner (cylinder)
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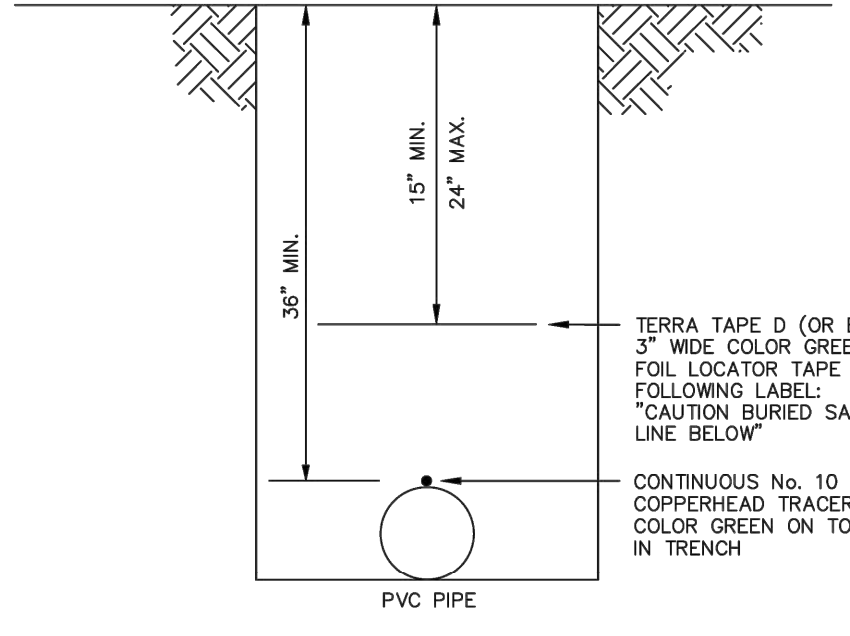


STANDARD CONSTRUCTION DETAIL
SANITARY SEWER AND FORCE MAIN
APPROVED PRODUCTS

REV. 12/18

FILE NAME
S3.DOC

DETAIL REF:
S-3



NOTE:

1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER-PROOF WIRE NUT CAP OR WITH SIMILAR WATER-PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LOCATOR TAPE/
TRACER WIRE INSTALLATION

REV. 12/18

FILE NAME:
S14.DWG

DETAIL REF:
S-14

No.	REVISIONS	DATE	BY



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KHA PROJECT
142325020

DATE
03/04/2024

SCALE AS SHOWN

DESIGNED BY RML

DRAWN BY CPV

CHECKED BY NEM



LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

NICOLE E. MCCONNELL

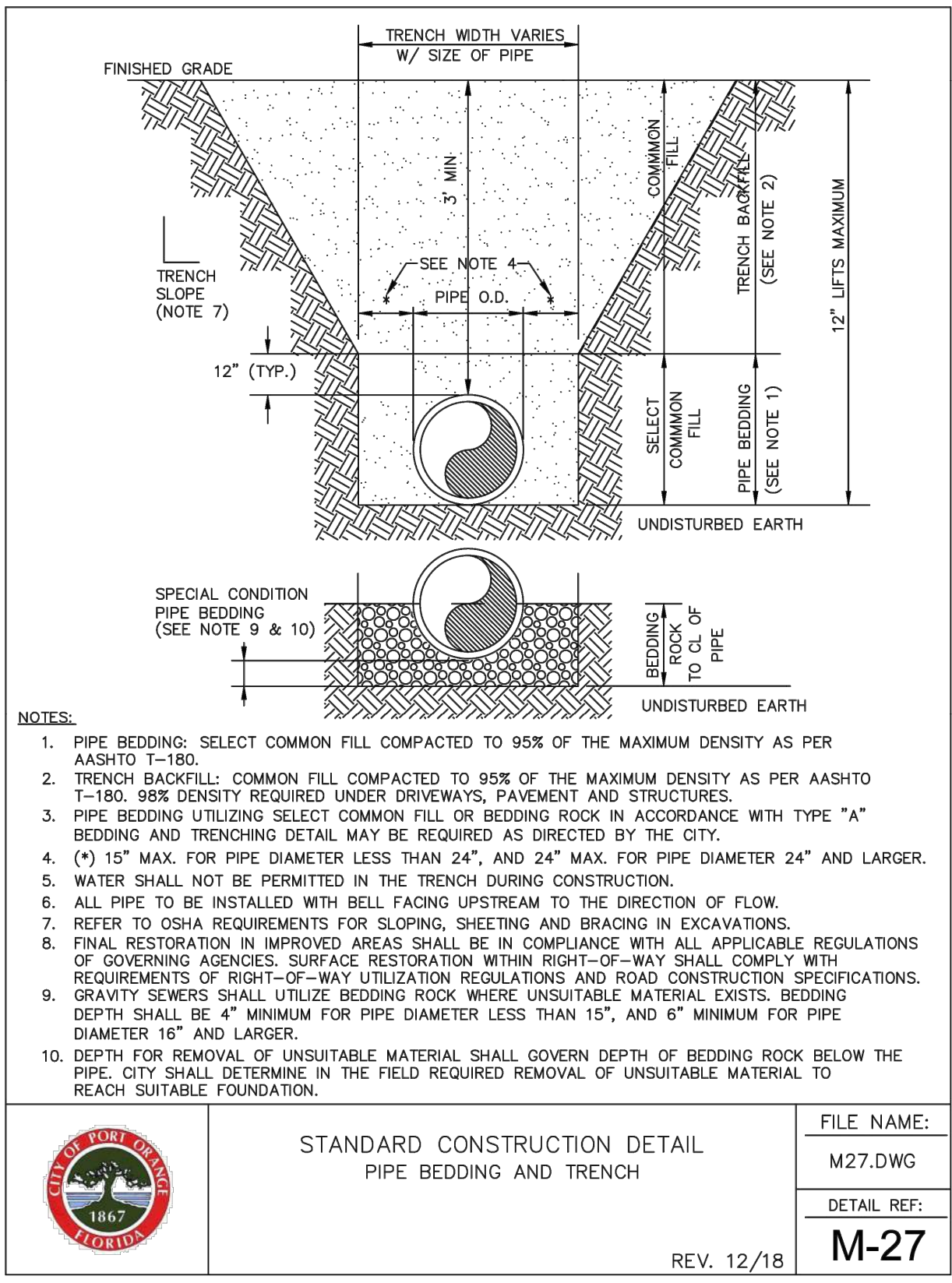
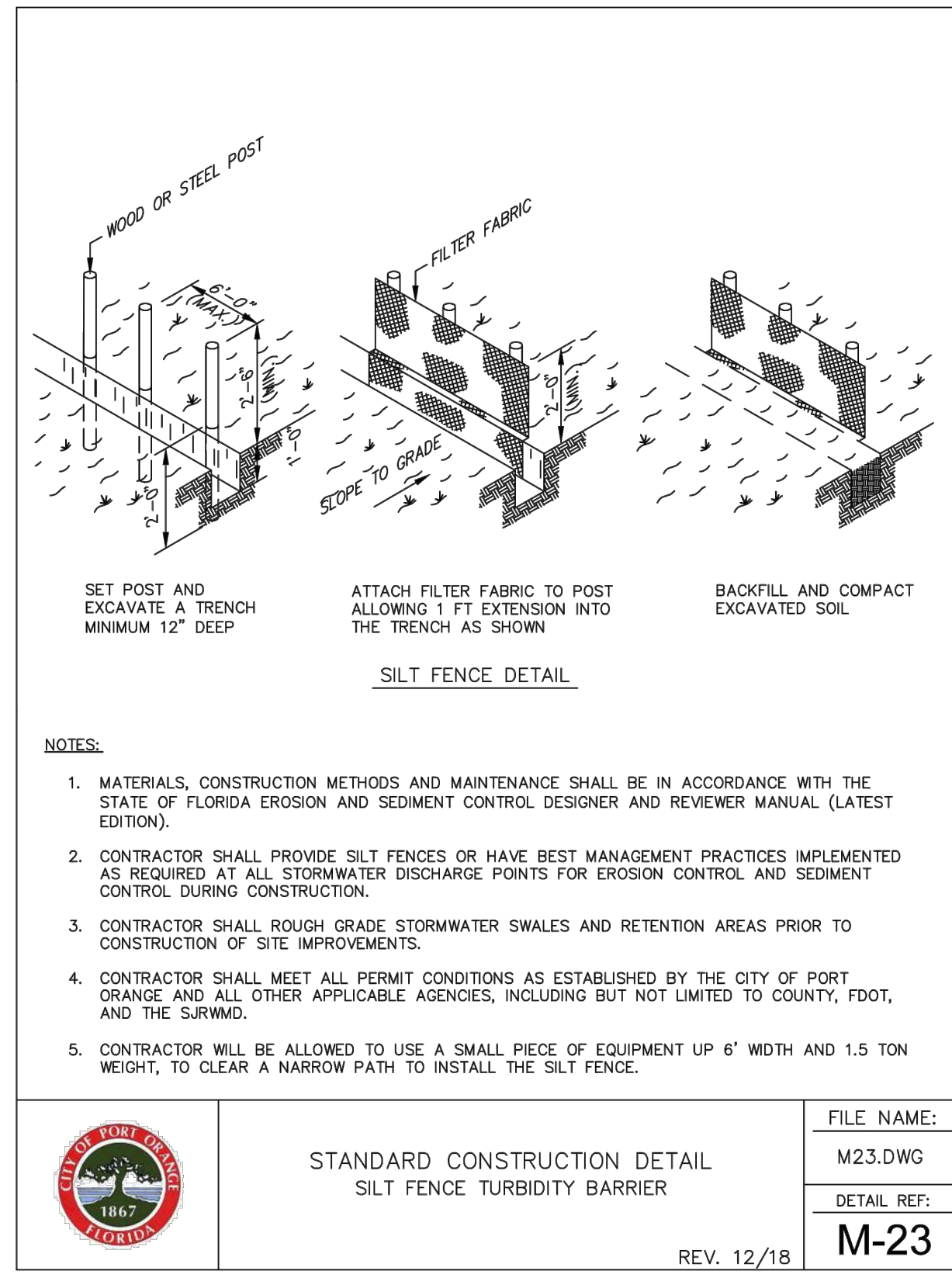
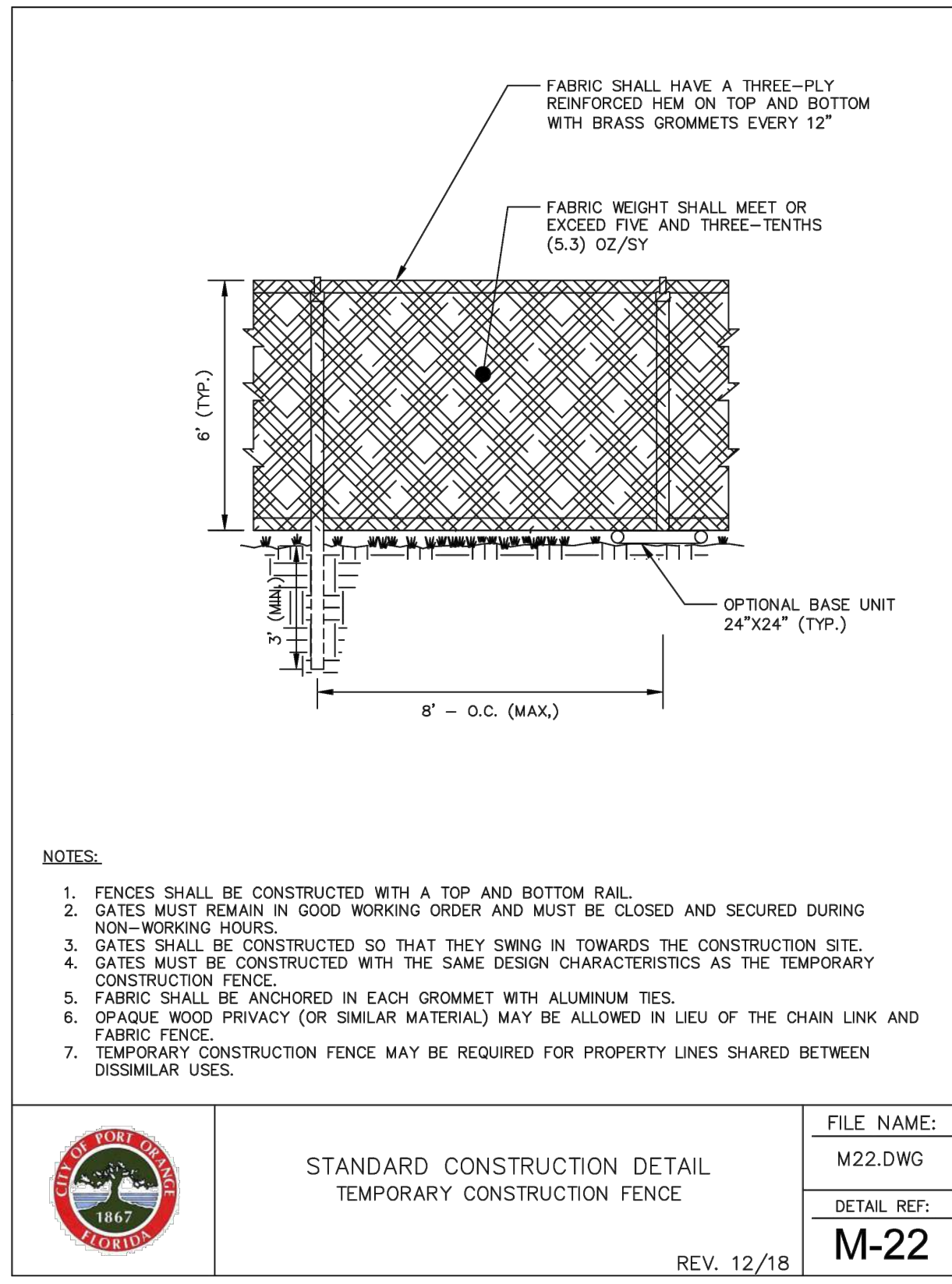
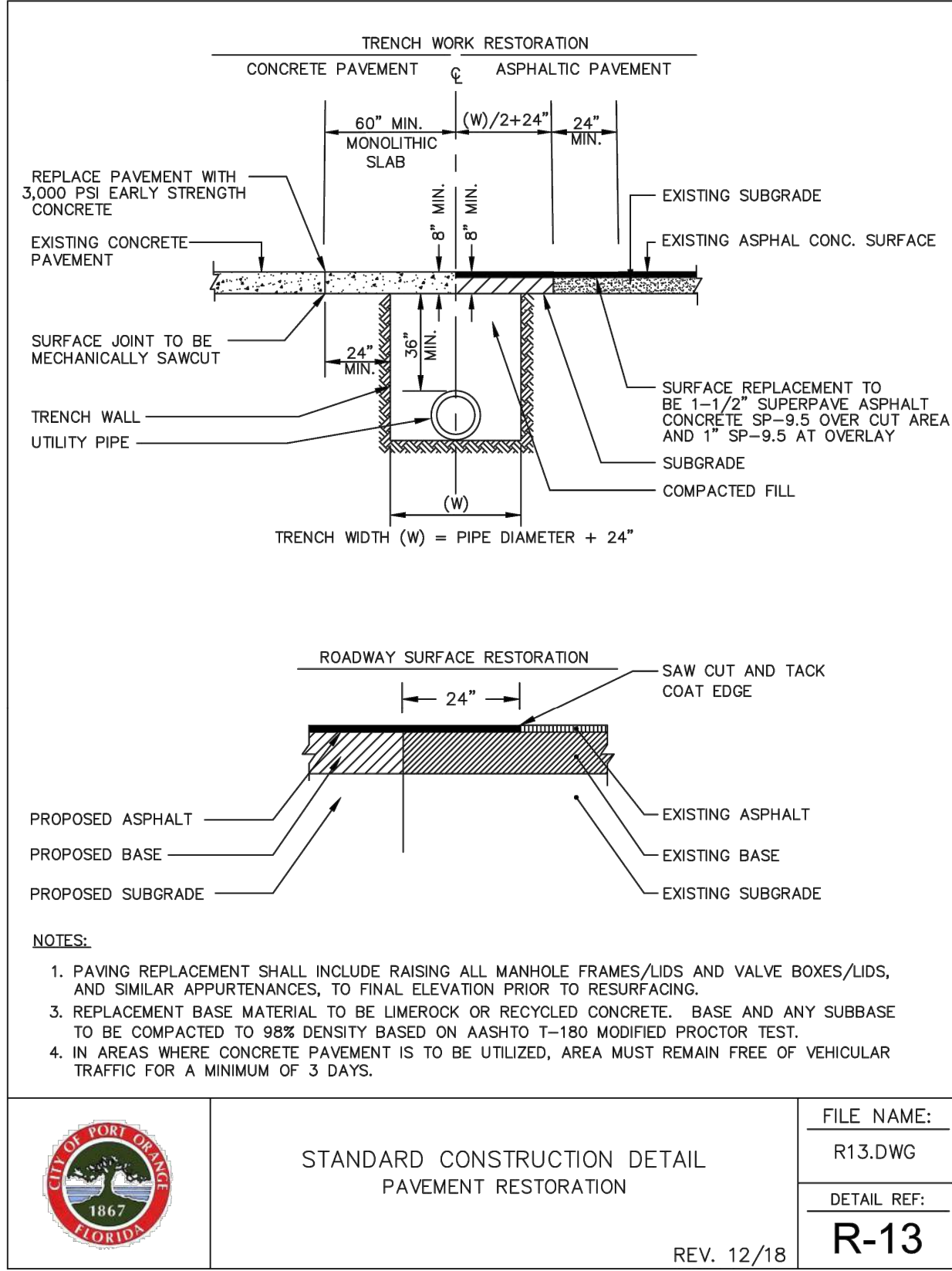
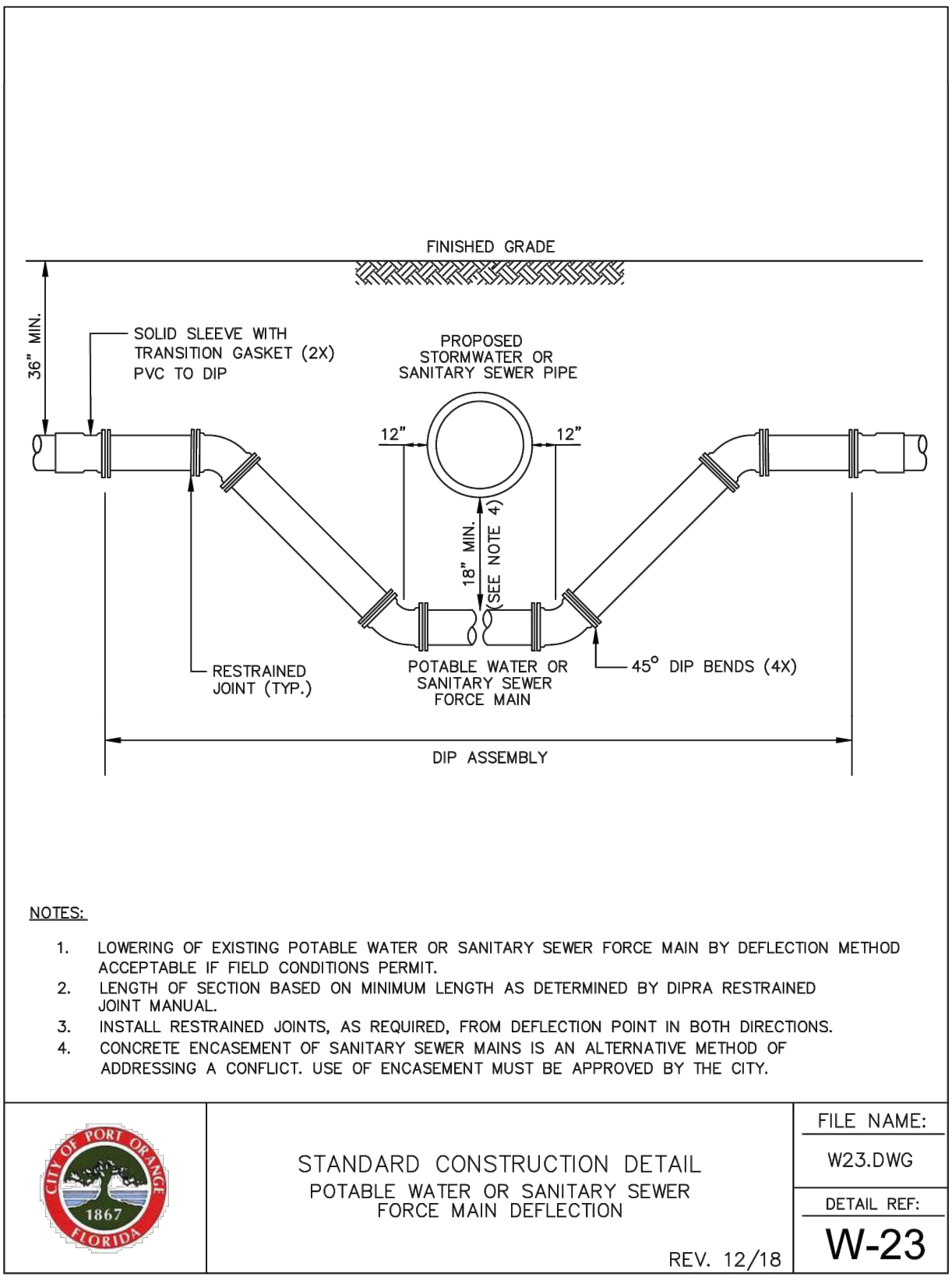
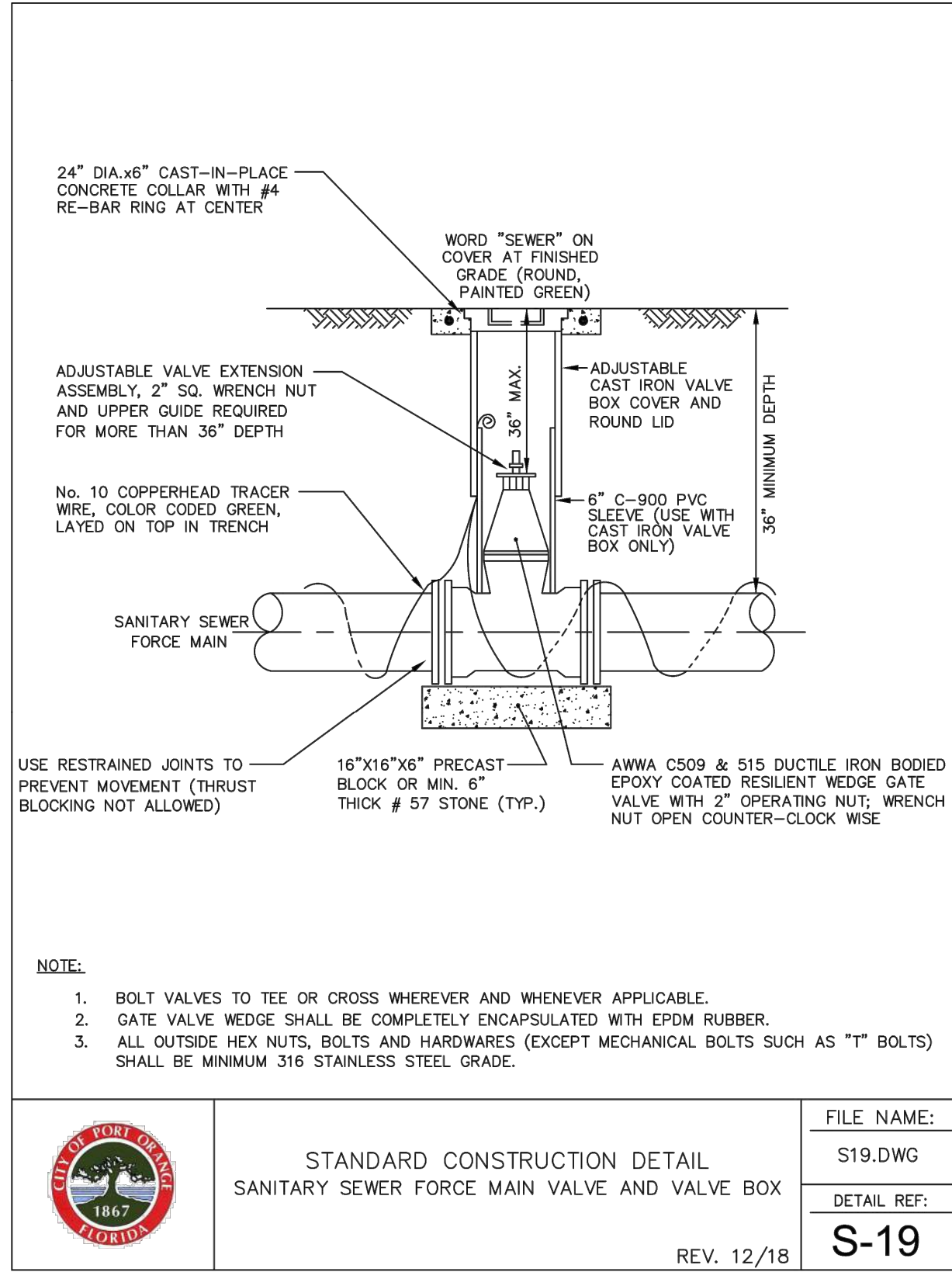
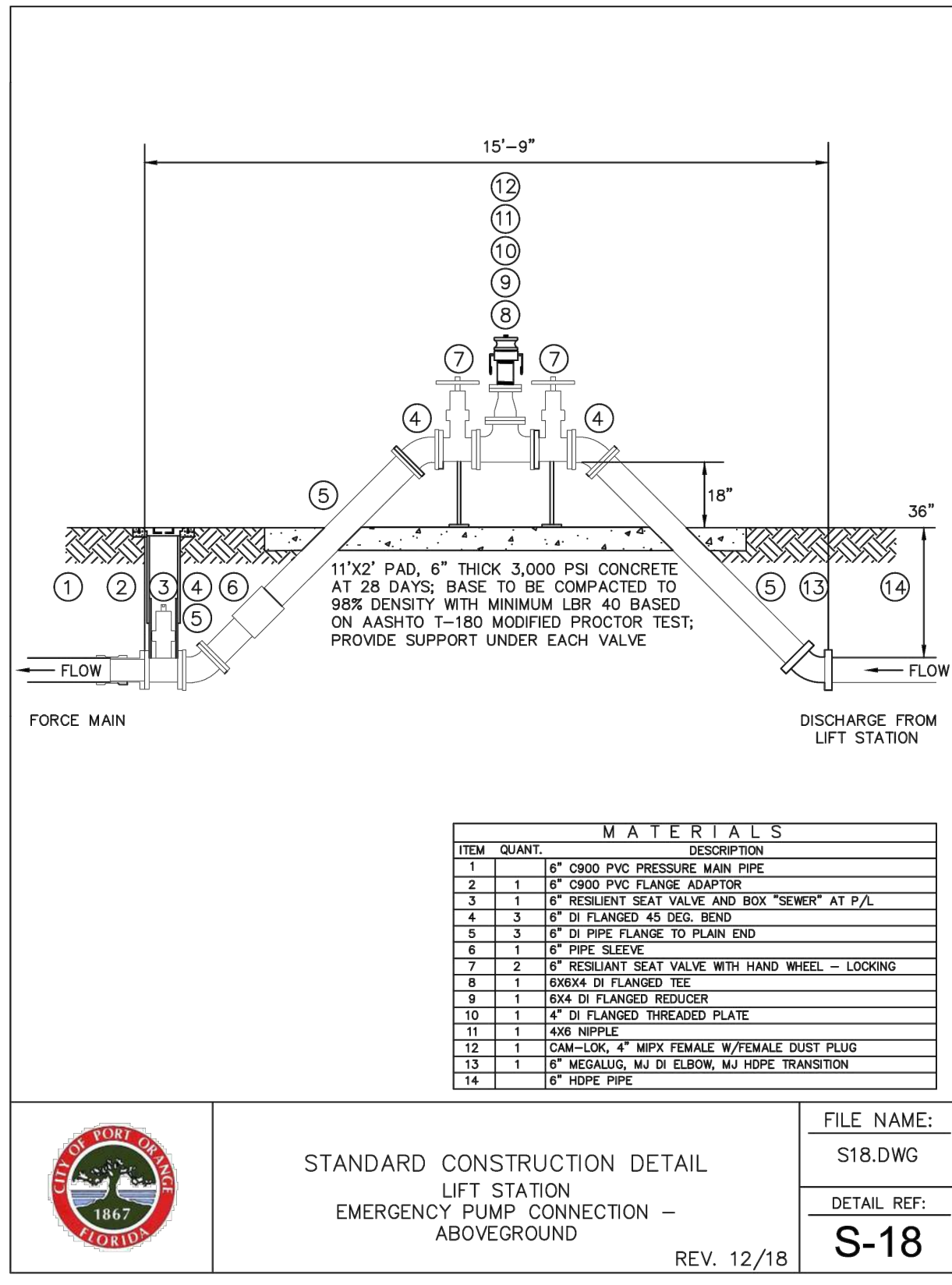
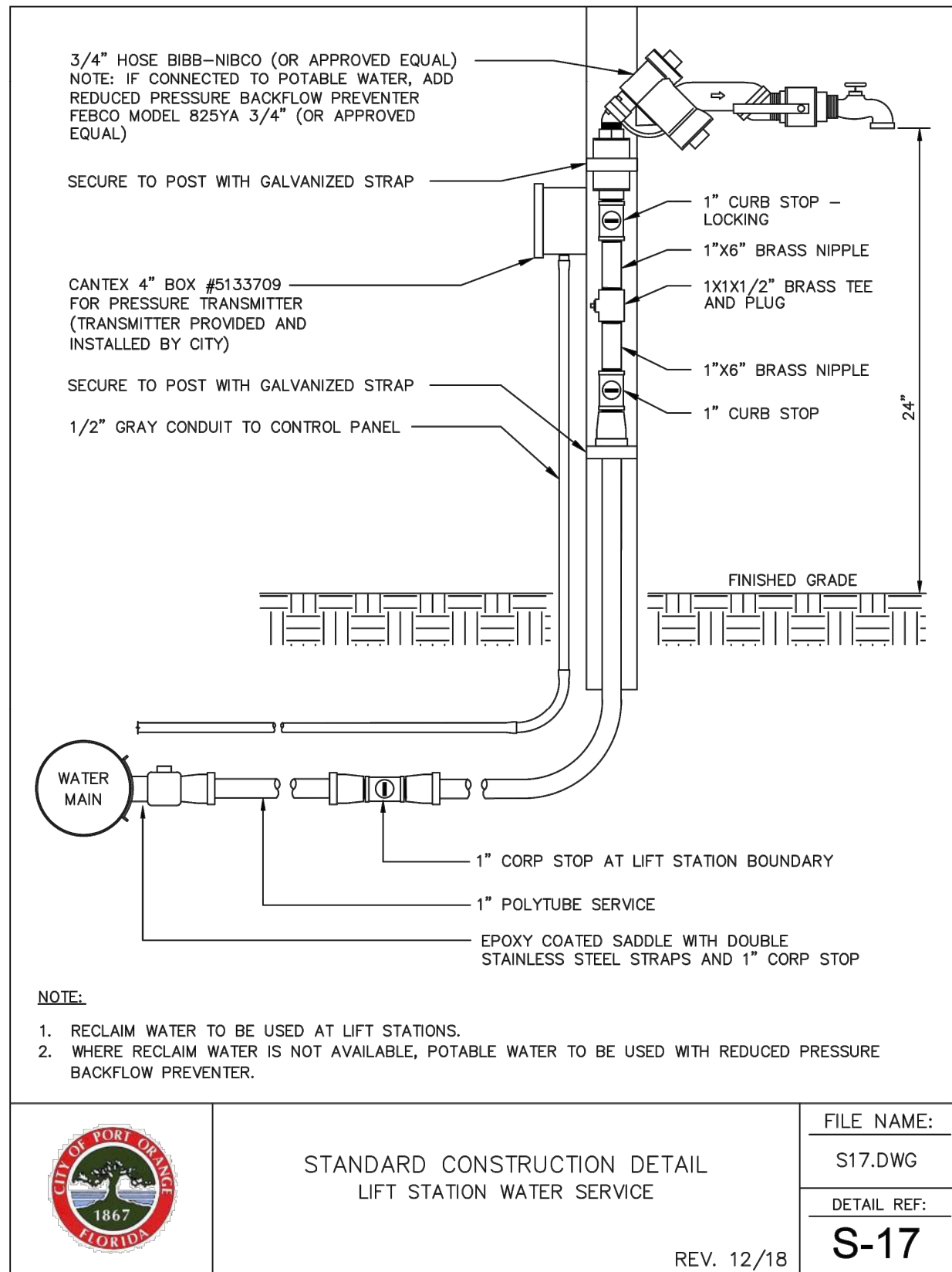
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73789

DATE:

LIFT STATION
DETAILS

SHEET NUMBER
D1

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No.	REVISIONS	DATE	BY

Kimley»Horn

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KHA PROJECT
142325020
DATE
03/04/2024
SCALE AS SHOWN
DESIGNED BY RML
DRAWN BY CPV
CHECKED BY NEM



LIFT STATION AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL
NICOLE E. MCCONNELL
FL LICENSE NUMBER
73789
DATE:

LIFT STATION DETAILS

SHEET NUMBER
D2

GENERAL NOTES

A. DESIGN SPECIFICATIONS:

- 1. 2020 FLORIDA BUILDING CODE (FBC), 7TH EDITION
- 2. ASCE/SEI 7-22
- 3. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FY 2023-24
- 4. TMS 403/602-22 BUILDING CODE REQUIREMENTS AND SPECIFICATION FOR MASONRY STRUCTURES

B. PLAN DIMENSIONS:

- 1. ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET EITHER HORIZONTALLY OR VERTICALLY UNLESS OTHERWISE NOTED.

C. VERTICAL DATUM:

ELEVATIONS ARE RELATIVE AND BASED ON FIELD INVESTIGATION. THE TOP OF FOOTER IS RELATIVE ELEVATION 0.00 FOR THESE PLANS.

D. DESIGN METHODOLOGY:

- 1. LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHOD.
- 2. SURCHARGE = 100 PSF
- 3. DESIGN WIND SPEED = 138 MPH.
RISK CATEGORY = II
EXPOSURE CATEGORY = B
VELOCITY PRESSURE COEFFICIENT, K_z = 0.575
TOPOGRAPHIC FACTOR, K_{zt} = 1.0
WIND DIRECTIONALITY FACTOR, K_d = 0.85
GROUND ELEVATION FACTOR, K_1 = 1.0

E. MATERIALS:

- 1. MORTAR AND GROUT:

MATERIAL	TYPE	COMPRESSIVE STRENGTH	LOCATION
GROUT	S	2500	AS DETAILED IN THE PLANS
MORTAR	S	2500	BETWEEN CMU FACES

*MORTAR MUST MEET REQUIREMENTS SPECIFIED IN ASTM C1329 AND ARTICLES 2.1 AND 2.6A OF TMS 602. GROUT AGGREGATE MUST MEET THE REQUIREMENTS OF ASTM C404.

- 2. CMU:

SIZE (WxHxL)	TYPE	COMPRESSIVE STRENGTH	LOCATION
8"X8"X16"	HOLLOW SW	2800	WALLS AND COLUMNS
8"X4"X16"	SOLID SW	-	BELOW PRECAST CORNER CAPS

*CMU UNITS MUST MEET REQUIREMENTS SPECIFIED IN ASTM C62 AND ARTICLE 2.3 OF TMS 602.

- 3. REINFORCING STEEL:

- 1. VERTICAL REINFORCEMENT: GRADE 60 CARBON STEEL PER ASTM A615.
- 2. HORIZONTAL REINFORCEMENT: JOINT WIRE PER ASTM A951/A951M

- 4. CONCRETE:

CLASS	MIN. 28-DAY COMPRESSIVE STRENGTH	LOCATION
II	3400 PSI	FOOTER

F. MISCELLANEOUS:

- 1. DATA CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES TO AVOID DAMAGE THERE TO. CONTRACTOR SHALL NOTIFY ALL INVOLVED UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE UTILITY OWNERS OF ALL KNOWN EXISTING UTILITIES TO ENSURE THAT THESE UTILITIES ARE KEPT IN SERVICE DURING CONSTRUCTION.

- 2. UTILITIES UNDER PRESSURE THAT ARE PLACED WITHIN THE FOOTPRINT OF THE WALL FILL SHALL BE FULLY CASED.

- 3. ASSUMED SOIL PARAMETERS ARE AS FOLLOWS:
SOIL: FINE SAND (SP)
ALLOWABLE BEARING CAPACITY = 2500 PSF
FRICTION ANGLE OF SOIL = 30°
UNIT WEIGHT= 115 PCF
CONTRACTOR'S TESTING LABORATORY SHALL CONFIRM SOIL PREPARATION PROCEDURES AND SPECIFY COMPACTION REQUIREMENTS NECESSARY TO OBTAIN THE DESIGN SOIL BEARING PRESSURE.

- 4. COMPACT SOIL BELOW FOUNDATION IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE CONTRACTOR'S GEOTECHNICAL CONSULTANT. HOWEVER, COMPACTION SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (ASTM D1557) FOR A DEPTH OF 18" BELOW BOTTOM OF FOOTING.

- 5. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A GEOTECHNICAL CONSULTANT FOR CONSTRUCTION TESTING AND APPROVAL OF FILL AND COMPACTION. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL VERIFY GLOBAL STABILITY OF THE PERIMETER WALL, EVALUATE THE BEARING CAPACITY AND SETTLEMENT OF THE RETAINING WALLS, AND PROVIDE ANY INSPECTION SERVICES REQUIRED DURING SOIL PLACEMENT.

- 6. IT IS UP TO THE CONTRACTOR TO VERIFY ANY ELEVATION CHANGES NECESSARY TO MEET THE 8FT MAXIMUM WALL HEIGHT BASED ON EXISTING GRADE. MAKE ALL ELEVATION CHANGES (STEPS) IN FOOTING AND TOP OF WALL USING FULL HEIGHT CMU UNITS.

- 7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING AND DIRECTING THE WORK. TO THE BEST OF OUR KNOWLEDGE, THE DRAWINGS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.

- 8. THE CONTRACTOR SHALL SUITABLY DOCUMENT EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF THE WORK, AND SHALL RESTORE ALL DAMAGED OR DISTURBED AREAS TO MEET OR EXCEED ORIGINAL SITE CONDITIONS TO THE OWNER'S SATISFACTION.

- 9. FULLY GROUT EVERY OTHER CELL WITH HORIZONTAL OR VERTICAL REINFORCING BARS. USE REINFORCING BAR POSITIONERS TO MAINTAIN VERTICAL AND HORIZONTAL BAR PLACEMENT.

- 10. DOWEL LOAD TRANSFER DEVICES WILL BE ASTM A 36 SMOOTH ROUND BARS HOT-DIP GALVANIZED IN ACCORDANCE WITH SPECIFICATION SECTION 962. INSTALL DOWEL LOAD TRANSFER DEVICES IN ACCORDANCE WITH SPECIFICATION SECTION 350.

- 11. PROTECT WALLS DURING CONSTRUCTION FROM SOIL, GROUT, OR MORTAR STAINS. CLEAN WALL AS WORK PROGRESSES BY DRY BRUSHING TO REMOVE MORTAR FINS AND SMEARS BEFORE TOOLING JOINTS.

- 12. DURING CONSTRUCTION, COVER TOPS OF WALLS WITH WATERPROOF SHEETING AT THE END OF EACH DAY'S WORK, OR WHEN CONSTRUCTION IS NOT IN PROGRESS. EXTEND SHEETING A MINIMUM OF 2 FEET DOWN EACH SIDE AND SECURE IN PLACE.

- 13. COMPLY WITH HOT WEATHER REQUIREMENTS IN ACI 530.1.

- 14. SATURATE ALL BRICK WITH WATER BEFORE LAYING. BOND THE BRICK THOROUGHLY INTO THE MORTAR USING THE SHOVEJOINT METHOD TO LAY THE BRICK. FINISH THE JOINTS PROPERLY AS THE WORK PROGRESSES AND ENSURE THAT THEY ARE NOT LESS THAN ¼" OR MORE THAN ¾" IN THICKNESS. DO NOT USE SPALLS OR BATS EXCEPT FOR SHAPING AROUND IRREGULAR OPENINGS OR WHEN UNAVOIDABLE AT CORNERS.

- 15. FULLY GROUT ALL MASONRY BELOW FINISHED GRADE.

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DATE	DESCRIPTION	DATE	DESCRIPTION					S1

GENERAL NOTES

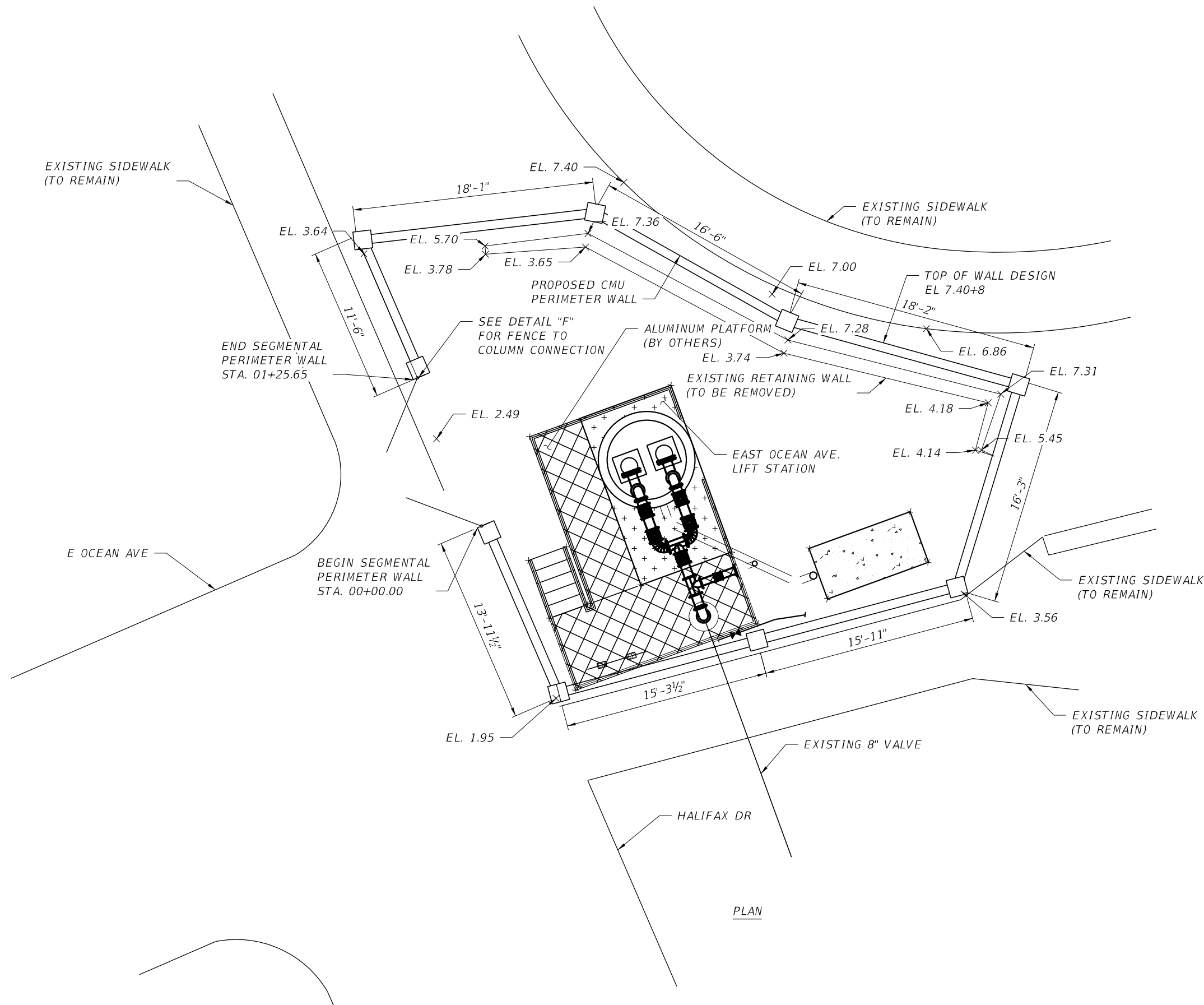
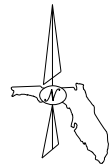
K. SUBMITTALS REQUIRING ENGINEERING INPUT BY DELEGATED (SPECIALTY) ENGINEER

1. DELEGATED ENGINEER:
- A. DEFINITION — A FLORIDA PROFESSIONAL ENGINEER WHO UNDERTAKES A SPECIALTY SERVICE AND PROVIDES SERVICES OR CREATIVE WORK (DELEGATED ENGINEERING DOCUMENT) REGARDING A PORTION OF THE ENGINEERING PROJECT. THE DELEGATED ENGINEER IS THE ENGINEER OF RECORD FOR THAT PORTION OF THE ENGINEERING PROJECT.
- B. SHALL BE: (1) AN INDEPENDENT CONSULTANT, (2) AN EMPLOYEE OR OFFICER OF AN ENTITY SUPPLYING COMPONENTS TO A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED ENGINEERING CORPORATION, OR (3) AN EMPLOYEE OR OFFICER OF A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED ENGINEERIN C CORPORATION.
2. SUBMITTALS FOR CUSTOM DESIGNED, MANUFACTURED OR FABRICATED LOAD— CARRYING ITEMS AND CUSTOM FABRICATED ITEMS WHICH ARE REQUIRED BY CODES OR STANDARDS TO RESIST FORCES AND STRESSES, INCLUDING THEIR CONNECTIONS, ANCHORAGES AND ATTACHMENTS REQUIRE A DELEGATED ENGINEER.
3. AS A MINIMUM, THE FOLLOWING SYSTEMS AND COMPONENTS REQUIRE FABRICATION AND ERECTION DRAWINGS WITH INPUT BY A DELEGATED ENGINEER:
- A. REDESIGN OF ANY STRUCTURAL ELEMENTS OR CONNECTIONS.
- B. TEMPORARY SHORING.
- C. HANDRAILS, GUARDRAILS, CATWALK /WALKWAYS, LADDERS, GRATING AND STAIRS.
4. FOR EACH CATEGORY OF SUBMITTALS REQUIRING INPUT FROM A DELEGATED ENGINEER, THE CONTRACTOR SHALL ATTACH TO THE FIRST SUBMITTAL A SIGNED AND SEALED LETTER FROM THE RESPONSIBLE DELEGATED ENGINEER STATING "I CERTIFY THAT THE DESIGN AND DRAFTING OF THE SHOP DRAWINGS WHICH ARE SIGNED AND SEALED BY ME WERE PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE, THE SHOP DRAWINGS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE CONTRACT DOCUMENTS."
5. SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA, AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION. CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCTS UTILIZED. GENERIC PRODUCTS WILL NOT BE ACCEPTED.
6. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE IMPRESSED SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER. COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL COMPUTATIONS PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE IMPRESSED SEAL AND SIGNATURE OF THE DELEGATED ENGINEER AS AN INDICATION THAT HE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS. IF ACCOMPANYING SIGNED AND SEALED BLUELINE PRINTS ARE PROVIDED, SEPIAS DO NOT REQUIRE SIGNATURE AND SEAL. THE ENGINEER WILL RETAIN 2 SIGNED AND SEALED BLUELINE PRINTS FOR HIS RECORDS.
7. CALCULATIONS ARE THE SOLE RESPONSIBILITY OF THE DELEGATED ENGINEER. CALCULATIONS ARE SUBMITTED TO THE ENGINEER FOR HIS RECORDS.
8. CATALOG INFORMATION ON STANDARD PRODUCTS (i. e. "CUT SHEETS") DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
9. REVIEW BY THE PROJECT ENGINEER OF RECORD OF SUBMITTALS IS LIMITED TO VERIFYING THE FOLLOWING:
- A. THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED.
- B. THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER.
- C. THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE.)
- D. THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE.)
10. SUBMITTALS NOT MEETING THE ABOVE CRITERIA, OR SUBMITTED AFTER FABRICATION, WILL NOT BE REVIEWED.

L. ALUMINUM

1. ALUMINUM FABRICATION SHALL BE IN CONFORMANCE WITH THE ALUMINUM ASSOCIATION, INC. "SPECIFICATIONS FOR ALUMINUM STRUCTURES" (LATEST EDITION).
2. ALUMINUM SHALL BE SEPARATED FROM DIRECT CONTACT WITH OTHER MATERIALS (STEEL, CONCRETE, ETC.) BY PRESSURE SENSITIVE TAP, BITUMASTIC COATING, OR OTHER PROTECTIVE METHOD SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S CONSTRUCTION REPRESENTATIVE.
3. WELDING ALUMINUM SHALL CONFORM TO AWS D1.2 & AWS A5.10 AND THE REQUIREMENTS OF THE ALUMINUM ASSOCIATION'S "ALUMINUM DESIGN MANUAL" (LATEST EDITION) TABLE 7.1-1 FOR WELD FILLERS FOR WROUGHT ALLOYS.

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DATE	DESCRIPTION	DATE	DESCRIPTION					
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NOTES:

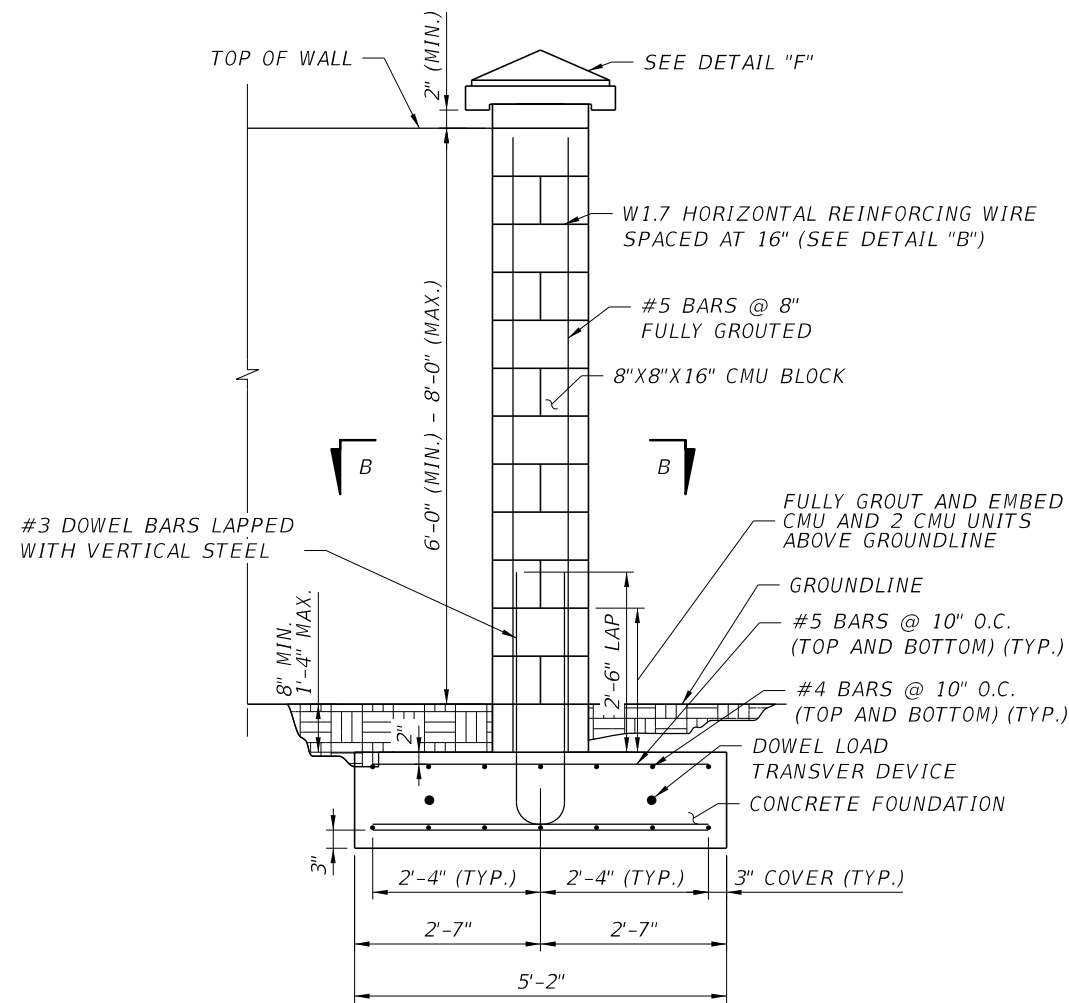
- 1) ANY EXISTING SIDEWALK DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND.
- 2) DESIGN OF ALUMINUM PLATFORM SHALL TAKE INTO ACCOUNT WALL FOUNDATION. FOUNDATION DOES NOT INCLUDE LOAD ALLOWANCE FOR ALUMINUM PLATFORM.
- 3) WALL COLOR SHALL MATCH EXISTING SIDEWALK PAVERS.
- 4) FOR TOP OF WALL ELEVATIONS, SEE "WALL ELEVATION" SHEET.

LEGEND

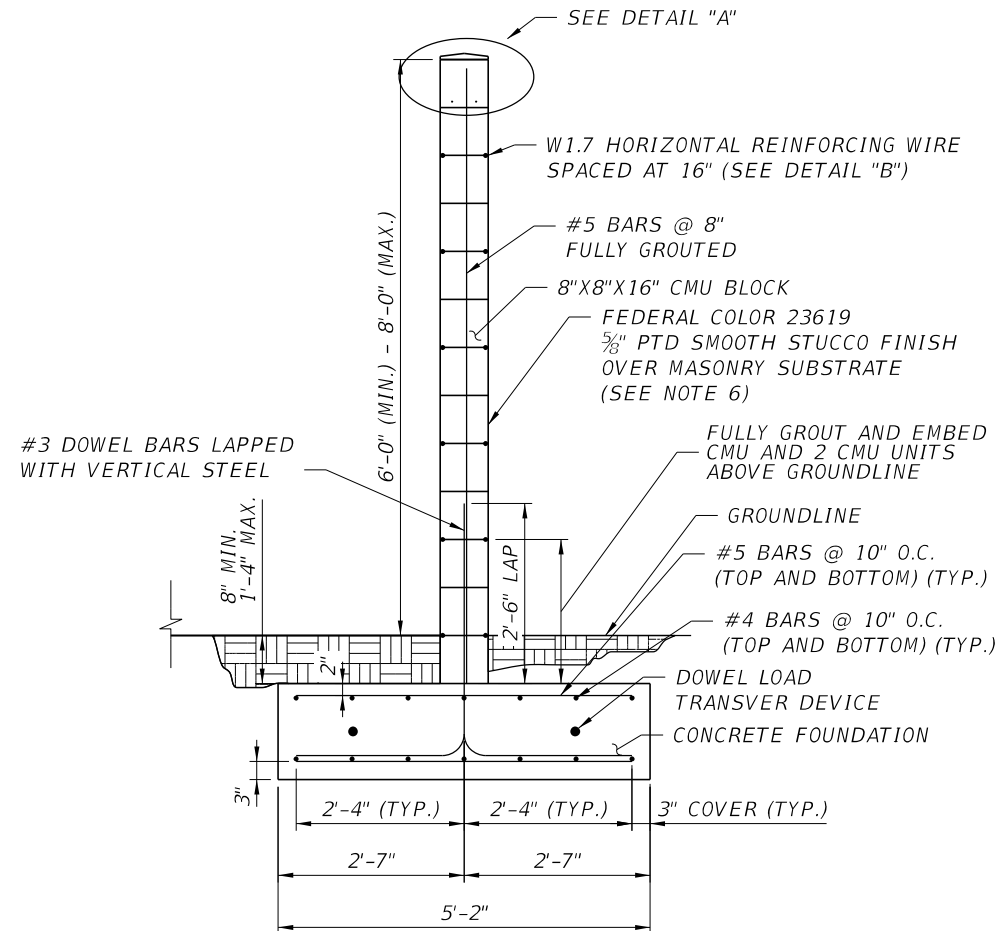
- × SPOT GROUND ELEVATION LOCATION
- COLUMN LOCATION

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DATE	DESCRIPTION	DATE	DESCRIPTION					S3

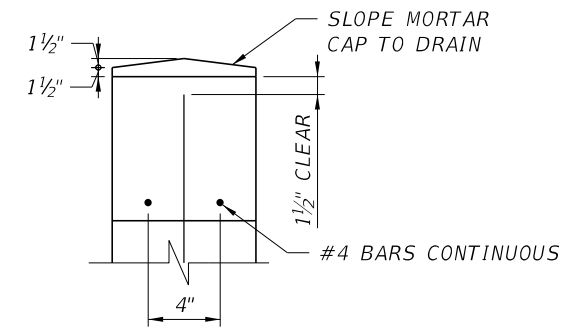




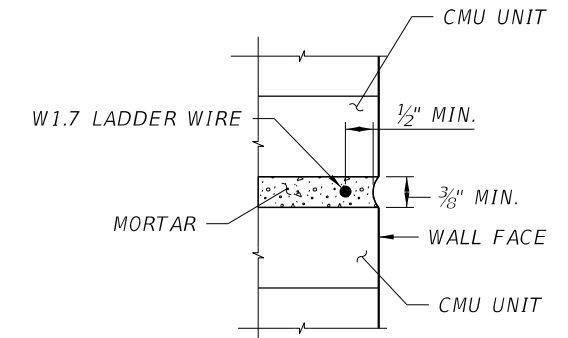
COLUMN DETAIL
(WALL CMU UNITS NOT SHOWN FOR CLARITY)



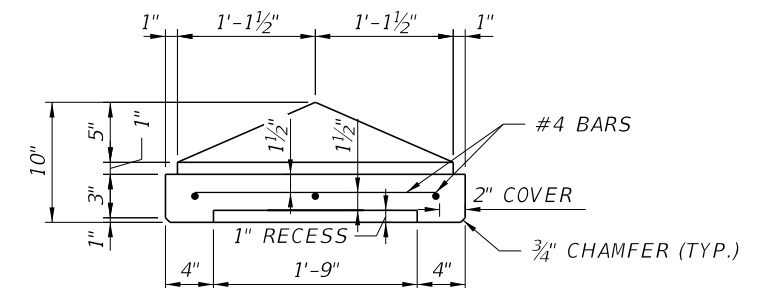
SECTION A-A



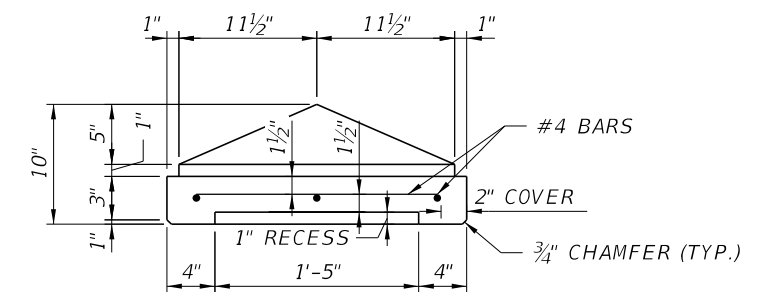
DETAIL "A"



DETAIL "B": HORIZONTAL REINFORCEMENT

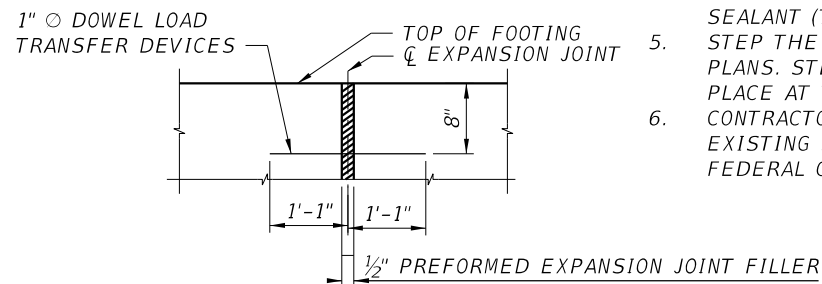


CORNER CAP



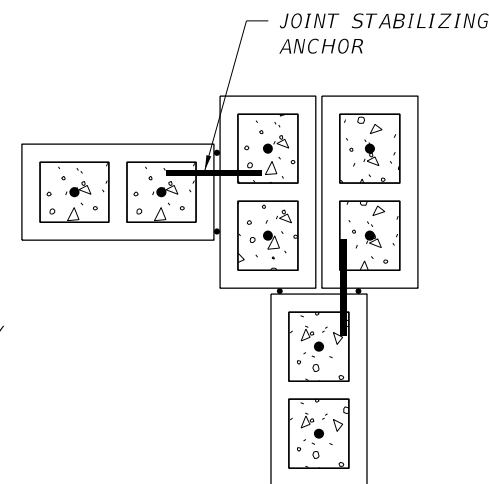
TYPICAL CAP

DETAIL "F"



DETAIL "C": FOOTING CONTROL JOINT
(WALL NOT SHOWN FOR CLARITY)

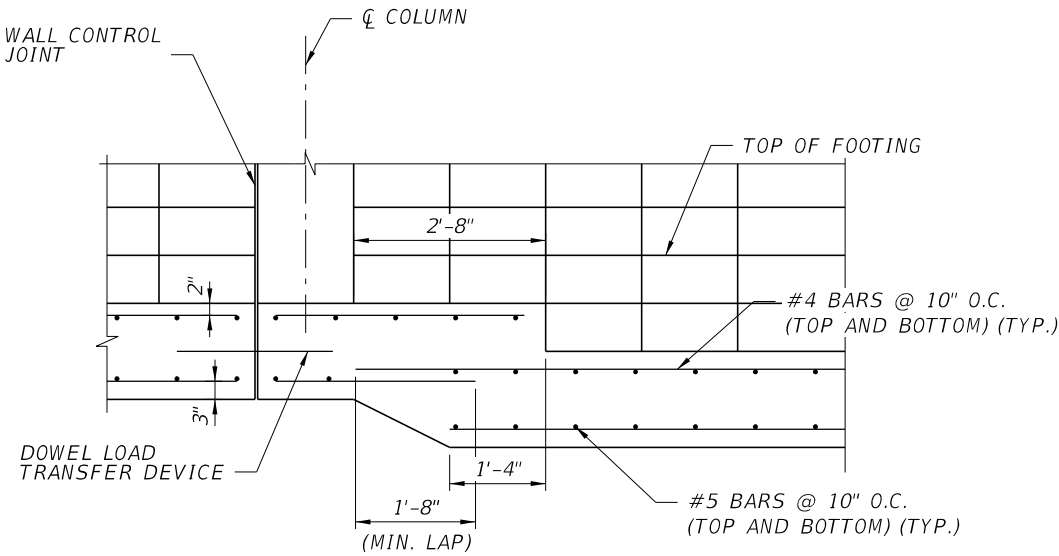
- NOTES:
1. END VERTICAL REINFORCING BARS 1 1/2" FROM TOP OF BOND BEAM BLOCKS AND HORIZONTAL BARS 1 1/2" FROM EDGE OF CONTROL JOINTS.
 2. DO NOT CONTINUE HORIZONTAL #4 BOND BEAM REINFORCING THROUGH CONTROL JOINT.
 3. USE STAINLESS STEEL JOINT STABILIZING ANCHORS SPACED AT 16" VERTICALLY AT ALL CONTROL JOINTS. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
 4. SEAL CONTROL JOINTS WITH BACKER ROD AND TYPE "A" SILICONE SEALANT (TOP AND BOTH SIDES).
 5. STEP THE WALL TO MEET ELEVATIONS AND HEIGHTS SHOWN IN UTILITY PLANS. STEPS CAN BE NO LARGER THAN 2 COURSES AND SHALL TAKE PLACE AT THE COLUMNS.
 6. CONTRACTOR TO VERIFY THE FEDERAL COLOR 23619 MATCHES THE EXISTING SIDEWALK COLOR. PROVIDE STUCCO SAMPLE UTILIZING FEDERAL COLOR TO CLIENT PRIOR TO APPLICATION.



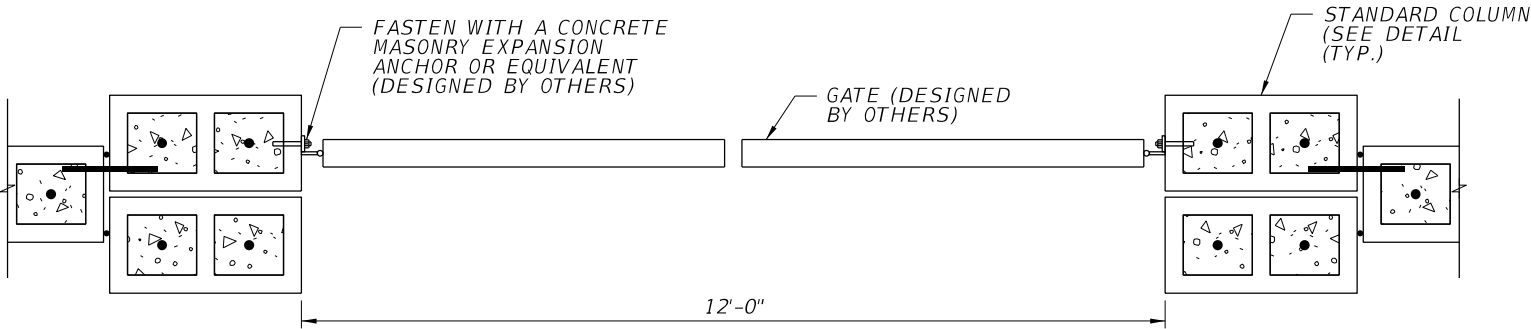
SECTION B-B

NOTE: SEAL CONTROL JOINT WITH BACKER ROD AND TYPE "A" SILICONE PER FDOT STANDARD SPECIFICATIONS

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DETAIL "E"
(VERTICAL BARS NOT SHOWN FOR CLARITY)



DETAIL "F"

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PLAN SYMBOLS						SINGLE LINE DIAGRAM SYMBOLS						CONTROL DIAGRAM SYMBOLS						ABBREVIATIONS						NOTES							
																		A AIC ATS BKR BLDG CPCP CPT CU CT DH DISC DSB EAP ELEC ENCL EF EQ ETM EXH EXIST FBC FPL FPP FVNR GCP GEN GFR GFI GND GRS GST HMI HP KVA KW LP LSCP LTG MAX MCB MCC MIN MLO MPZ MTD MTS NEC N NIP NSR NTS OH P PCP PM PVC RECPT RCP RIO RPVP RTO RTU SH SLD SPD SS SSS STR TC TYP TBR UPS V VFD W w/ WP WTP WWTP XFMR ø AMPERES AMPS INTERRUPTING CURRENT AUTOMATIC TRANSFER SWITCH BREAKER BUILDING CHEMICAL FEED CONTROL PANEL CONTROL POWER TRANSFORMER COPPER CURRENT TRANSFORMER DATA HIGHWAY DISCONNECT DISTRIBUTION SWITCHBOARD EYEWASH ALARM PANEL ELECTRICAL ENCLOSURE EXHAUST FAN EQUALIZATION ELAPSED TIME METER EXHAUST EXISTING FLORIDA BUILDING CODE FLORIDA POWER & LIGHT FIBER PATCH PANEL FULL VOLTAGE NON-REVERSING GENERATOR CONTROL PANEL GENERATOR GROUND FAULT RECEPTACLE GROUND FAULT INTERRUPTER GROUND GALVANIZED RIGID STEEL GROUND STORAGE TANK HUMAN MACHINE INTERFACE HORSEPOWER KILO VOLT–AMPERES KILOWATT LOOP LIFT STATION CONTROL PANEL LIGHTING MAXIMUM MAIN CIRCUIT BREAKER MOTOR CONTROL CENTER MINIMUM MAIN LUGS ONLY MINI POWER ZONE MOUNTED MANUAL TRANSFER SWITCH NATIONAL ELECTRICAL CODE NEUTRAL NETWORK INTERFACE PANEL NETWORK SERVER RACK NOT TO SCALE OVERHEAD POLE PUMP CONTROL PANEL PHASE MONITOR POLYVINYL CHLORIDE RECEPTACLE REMOTE I/O CONTROL PANEL REMOTE I/O RAS PUMP VFD PANEL RETURNED TO OWNER REMOTE TELEMTRY UNIT SHIELDED SINGLE LINE DIAGRAM SURGE PROTECTION DEVICE STAINLESS STEEL SOLID STATE STARTER STARTER TERMINATION CABINET TYPICAL TO BE REMOVED UNINTERRUPTIBLE POWER SUPPLY VOLT VARIABLE FREQUENCY DRIVE WATT WITH WP WTP WWTP XFMR ø						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. SHADED AND SLANTED 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).							

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KHA PROJECT
142325020

DATE
06/23/2023

SCALEAS SHOWN

DESIGNED BYDRM

DRAWN BYFAD

CHECKED BYSEB

LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER
42461

DATE:

ELECTRICAL NOTES, SYMBOLS
& ABBREVIATIONS

LIFT STATION

SHEET NUMBER
E1

C:\Users\Btwelbenger\Bailey Engineering\ACTIVE-CC - Documents\Active Projects\Kimley-Horn\Port Orange\East Ocean & Halifax L300_City Comments Resubmittal\Drawings\DEMOSITE PLAN.dwg, 6/23/2023 10:55:59 AM, twelbenger

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EXISTING ANTENNA & RTU TO BE DISCONNECTED & REMOVED

EXISTING LOCKBOX



PICTURE DETAIL A

EXISTING ELECTRICAL EQUIPMENT TO BE DISCONNECTED & REMOVED

EXISTING PUMPS & ELECTRICAL EQUIPMENT TO BE DISCONNECTED & REMOVED



PICTURE DETAIL B

EXISTING 120/208Y, 3P, 4W FPL XFMR 'M17D23409'

EXISTING ELECTRICAL EQUIPMENT TO BE DISCONNECTED & REMOVED



PICTURE DETAIL C

EXISTING ELECTRICAL EQUIPMENT TO REMAIN, SEE C1 FOR ADDITIONAL DETAILS



PICTURE DETAIL D

EXISTING ELECTRICAL EQUIPMENT TO REMAIN, SEE C1 FOR ADDITIONAL DETAILS

SITE ADDRESS:

3512 HALIFAX DR. PORT ORANGE,
FL 32129

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**LIFT STATION
AT EAST OCEAN AVENUE**

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER

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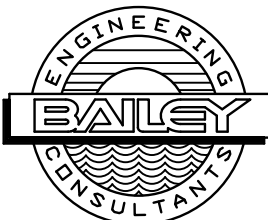
LIFT STATION

**ELECTRICAL DEMOLITION
SITE PLAN**

SHEET NUMBER

E2

10620 GRIFFIN ROAD, SUITE 202
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PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461

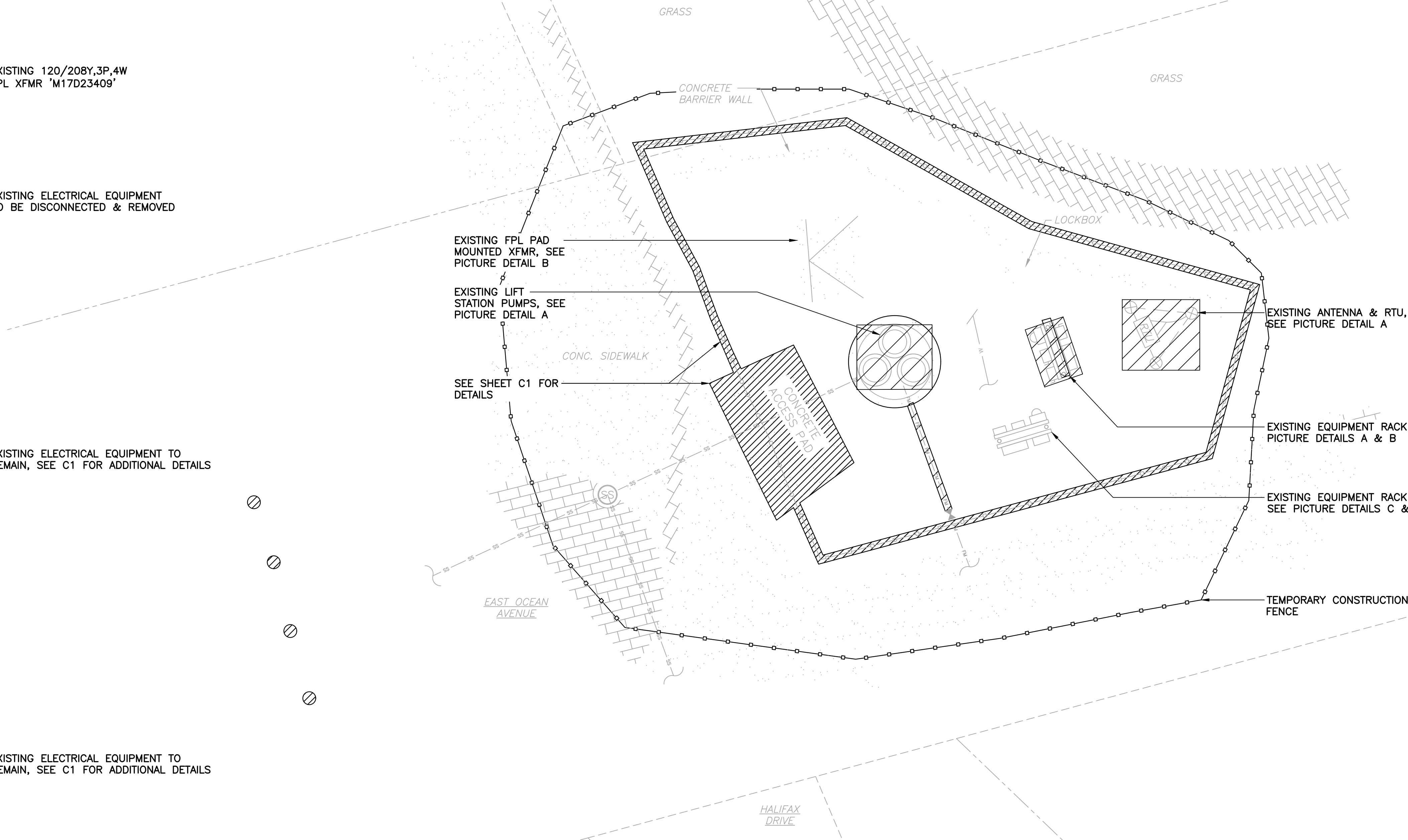


ELECTRICAL DEMOLITION SITE PLAN

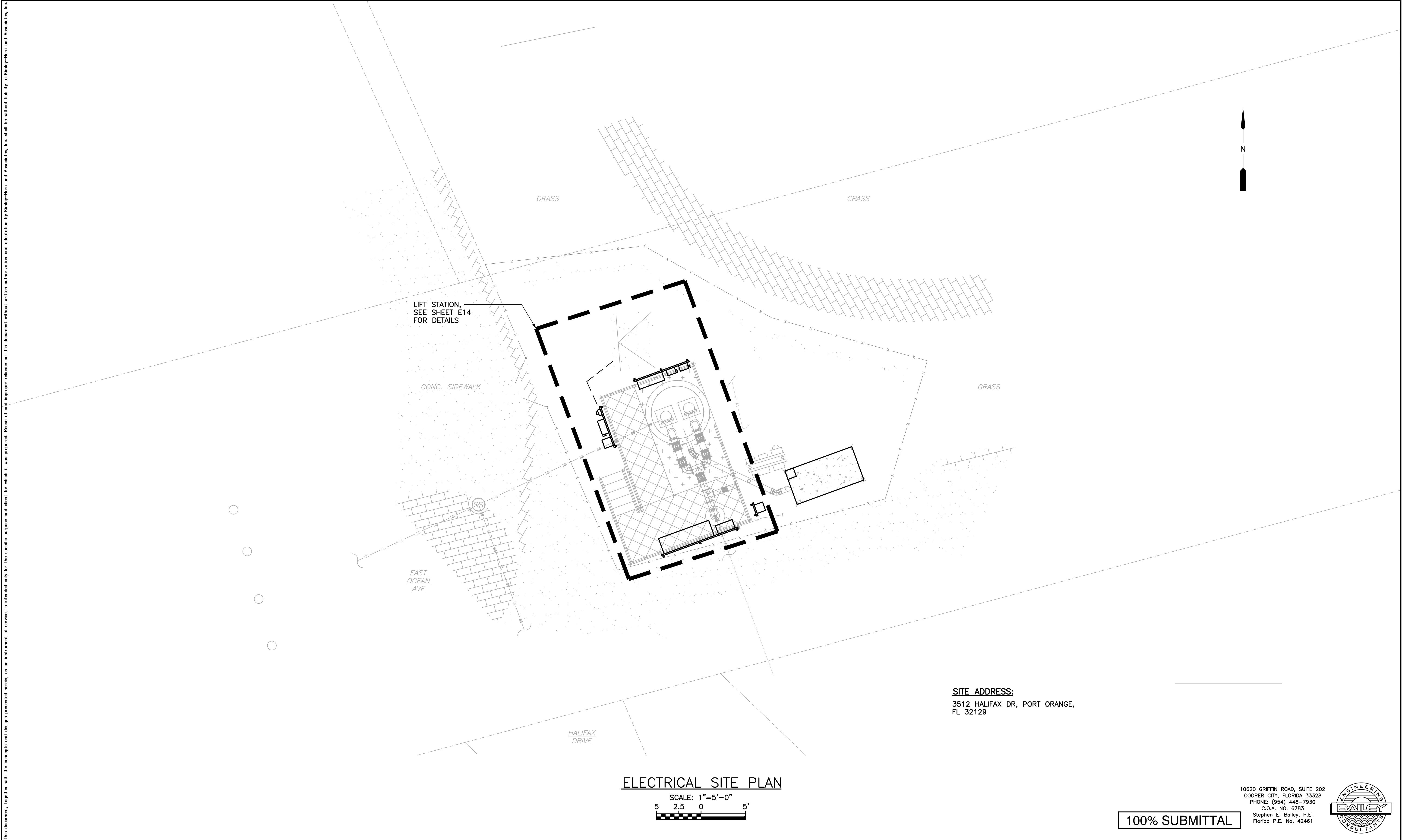
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5 2.5 0 5'

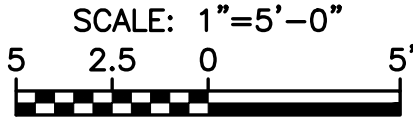
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ELECTRICAL SITE PLAN



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LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

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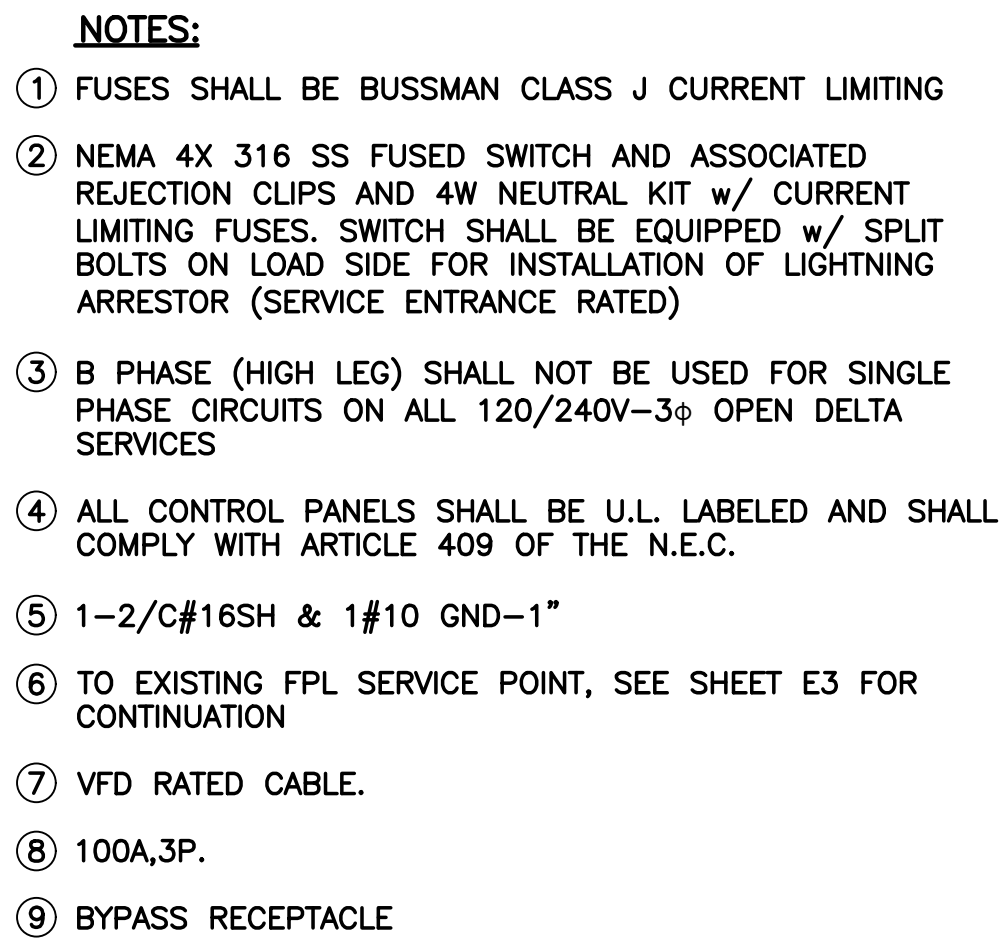
DATE:

LIFT STATION

ELECTRICAL SITE PLAN

SHEET NUMBER

E3



LIFT STATION CONTROL PANEL (LSCP) SINGLE LINE DIAGRAM

The logo for Bailey Engineering Consultants is a circular emblem. The word "ENGINEERING" is arched across the top, and "CONSULTANTS" is arched across the bottom. In the center, there is a stylized sun rising over wavy lines representing water. A horizontal banner with the word "BAILEY" in a bold, sans-serif font is superimposed over the center of the circle.

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DATE:

SHEET NUMBER

E4

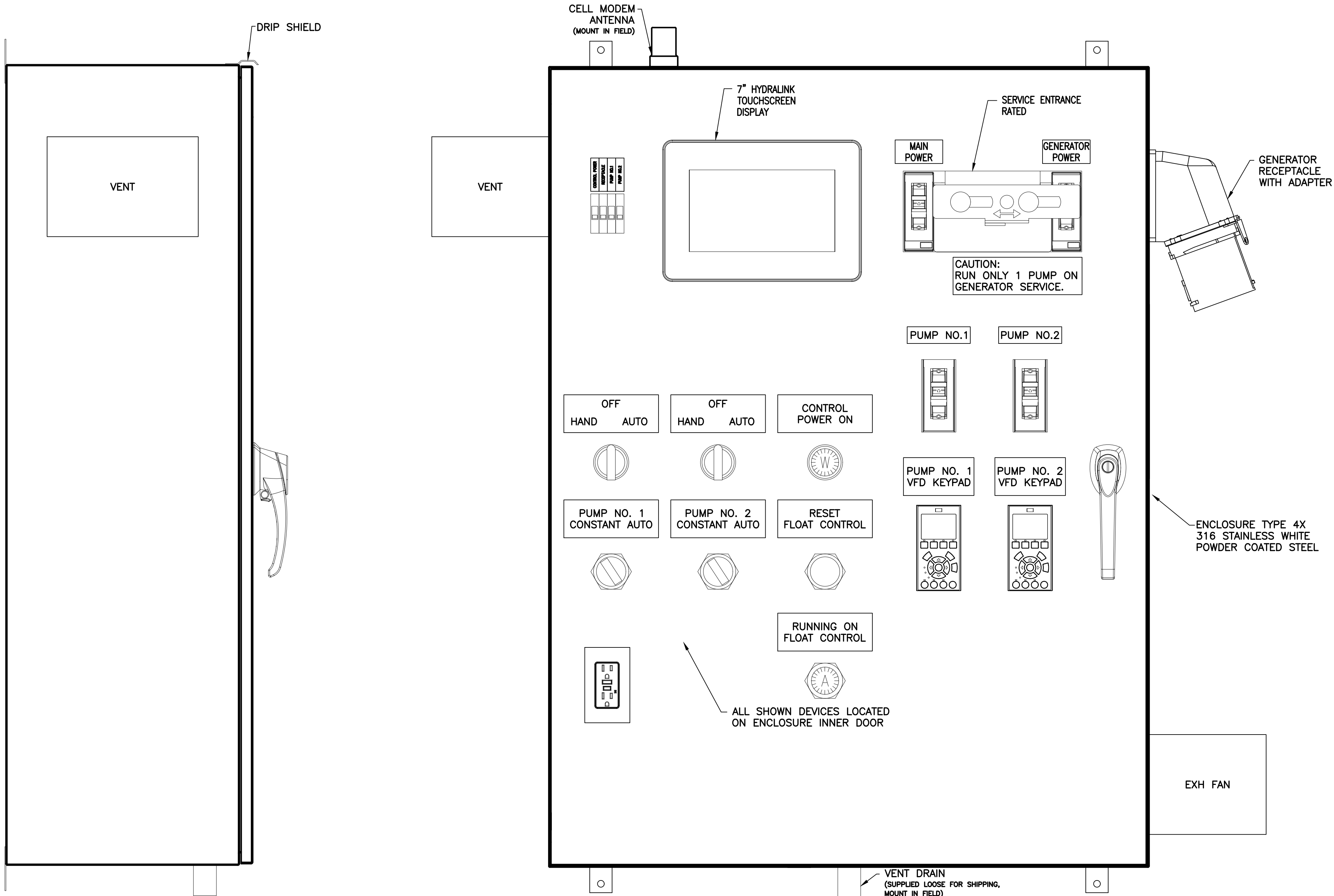
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ENCLOSURE DETAIL
SCALE: N.T.S.

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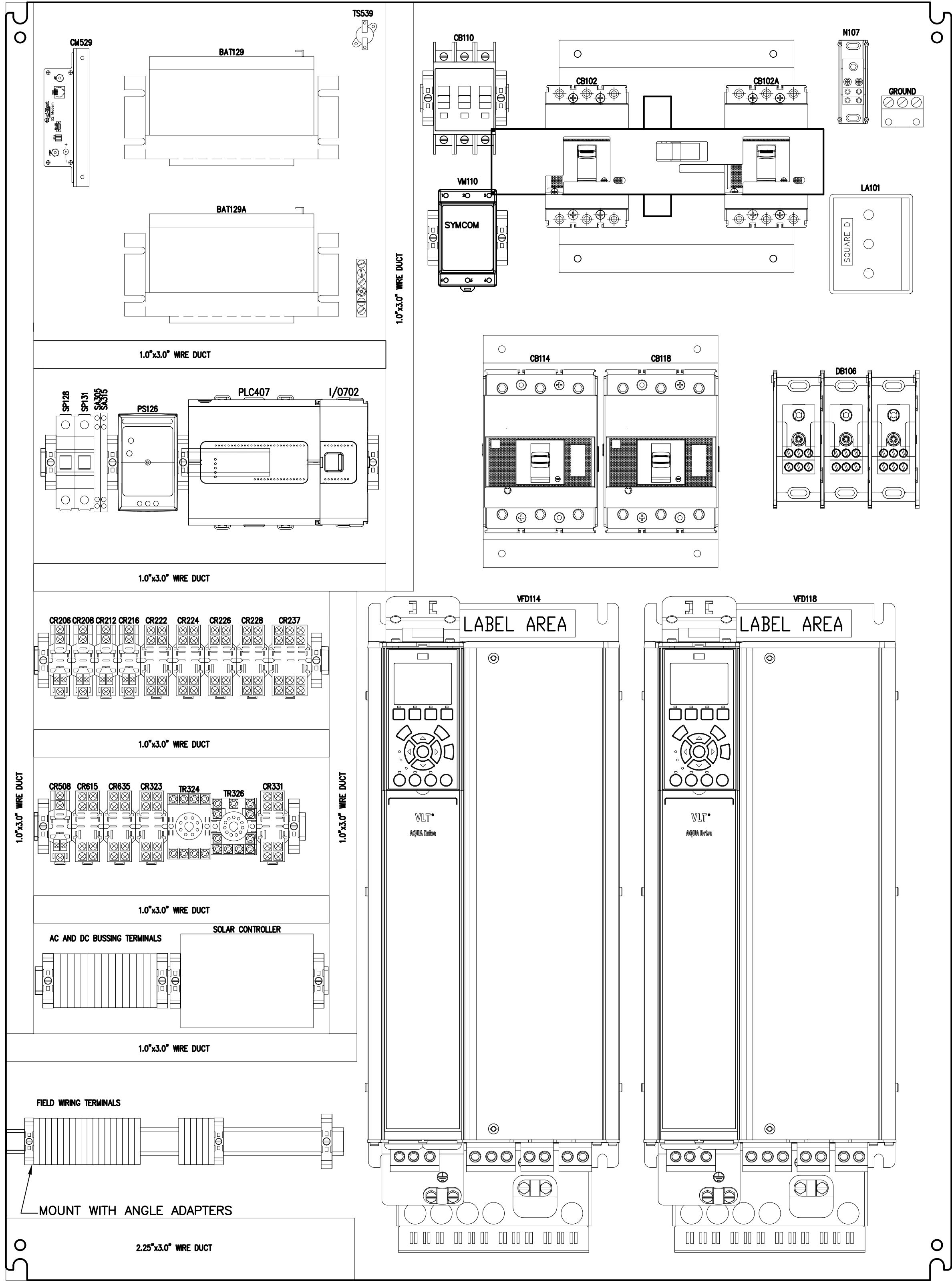
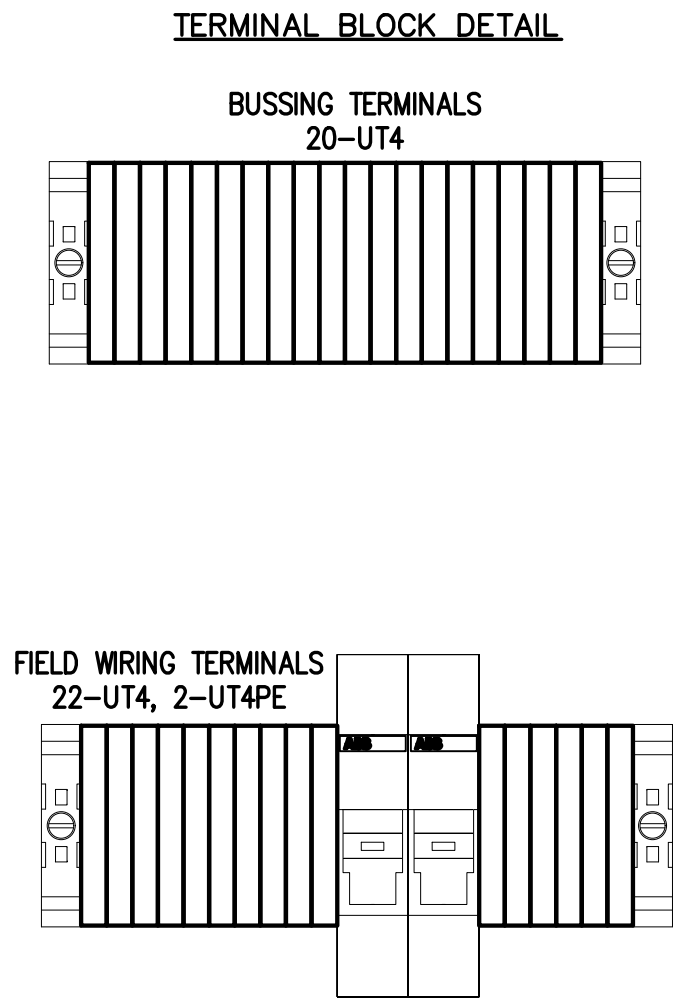
LIFT STATION

ENCLOSURE DETAIL

SHEET NUMBER

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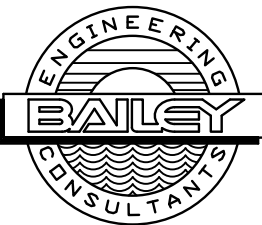
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SUB PANEL LAYOUT
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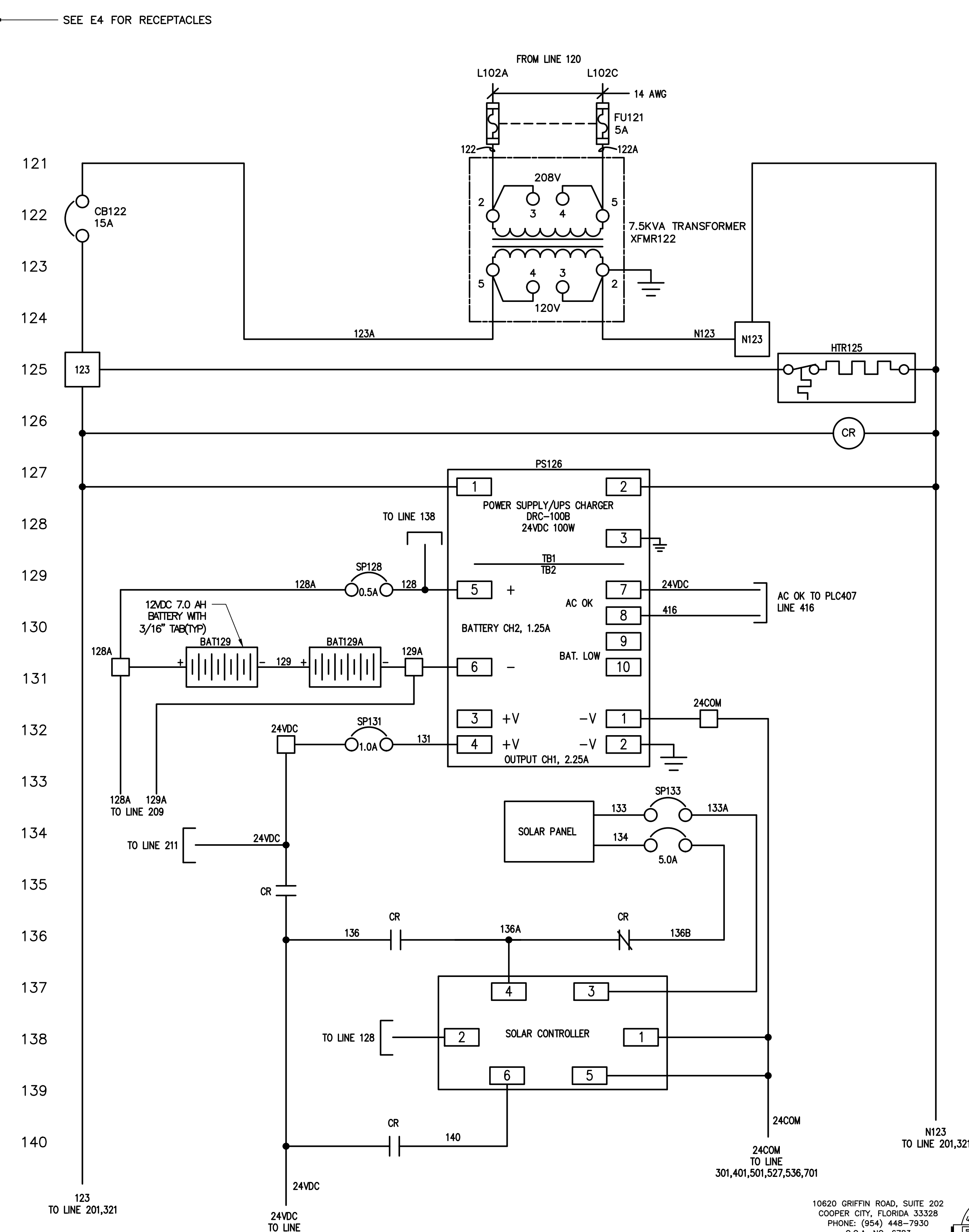
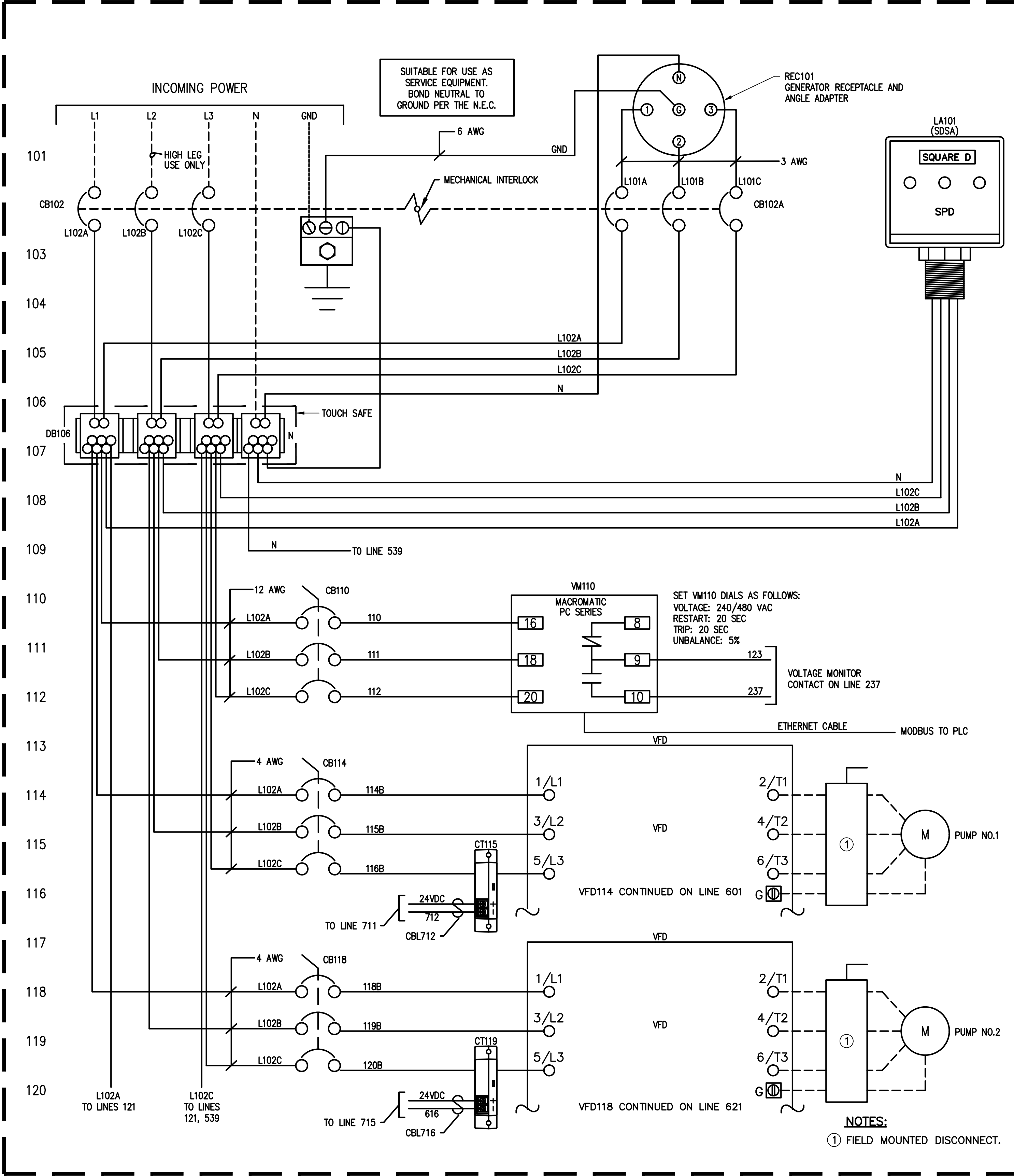
SUB PANEL LAYOUT

SHEET NUMBER

E6

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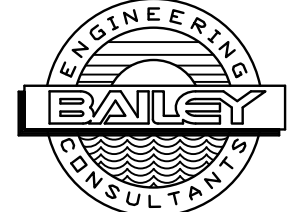
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ELEMENTARY DIAGRAM - 1

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LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

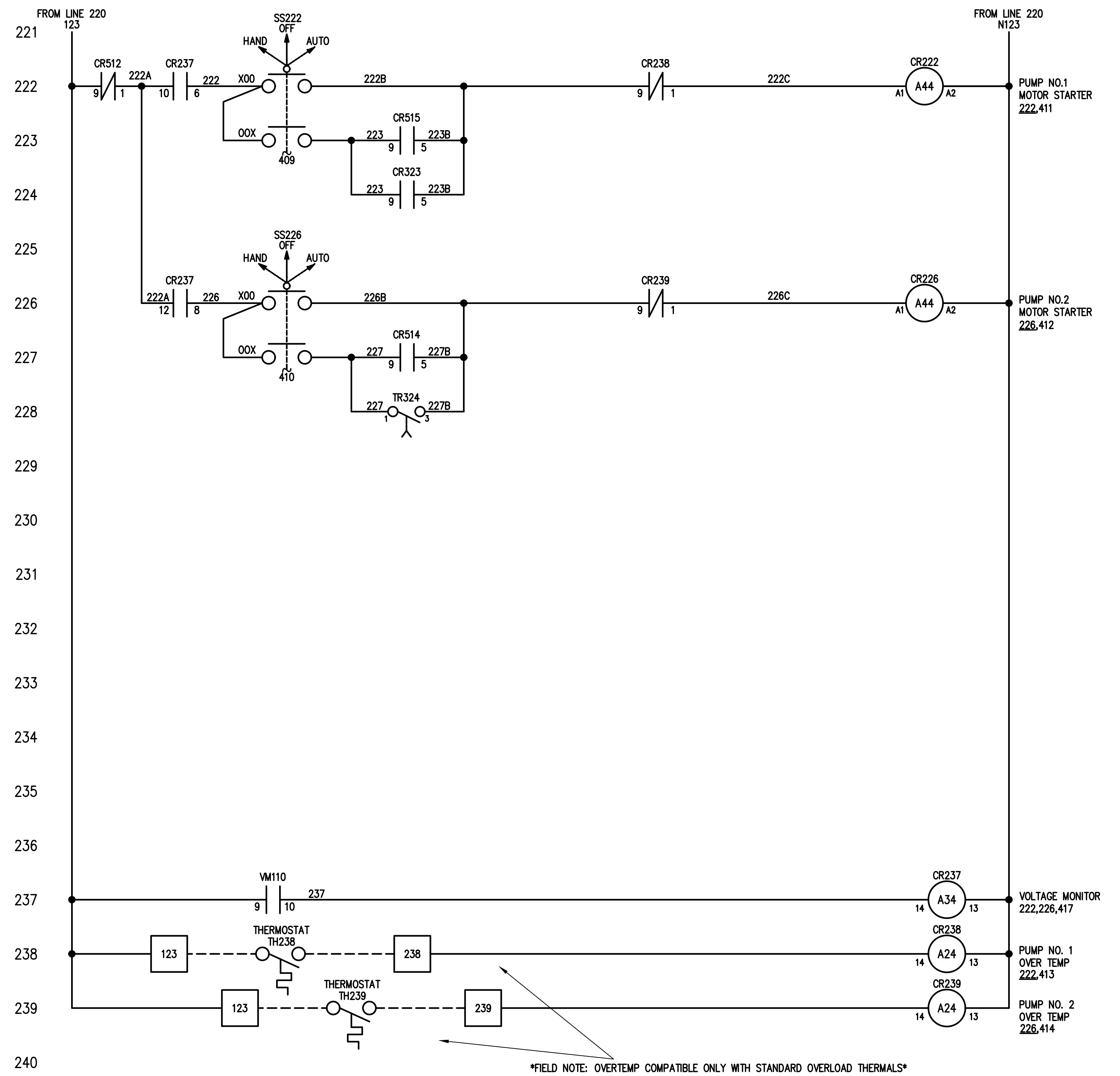
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LIFT STATION

ELEMENTARY DIAGRAM - 1

SHEET NUMBER

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FIELD NOTE: OVERTEMP COMPATIBLE ONLY WITH STANDARD OVERLOAD THERMALS



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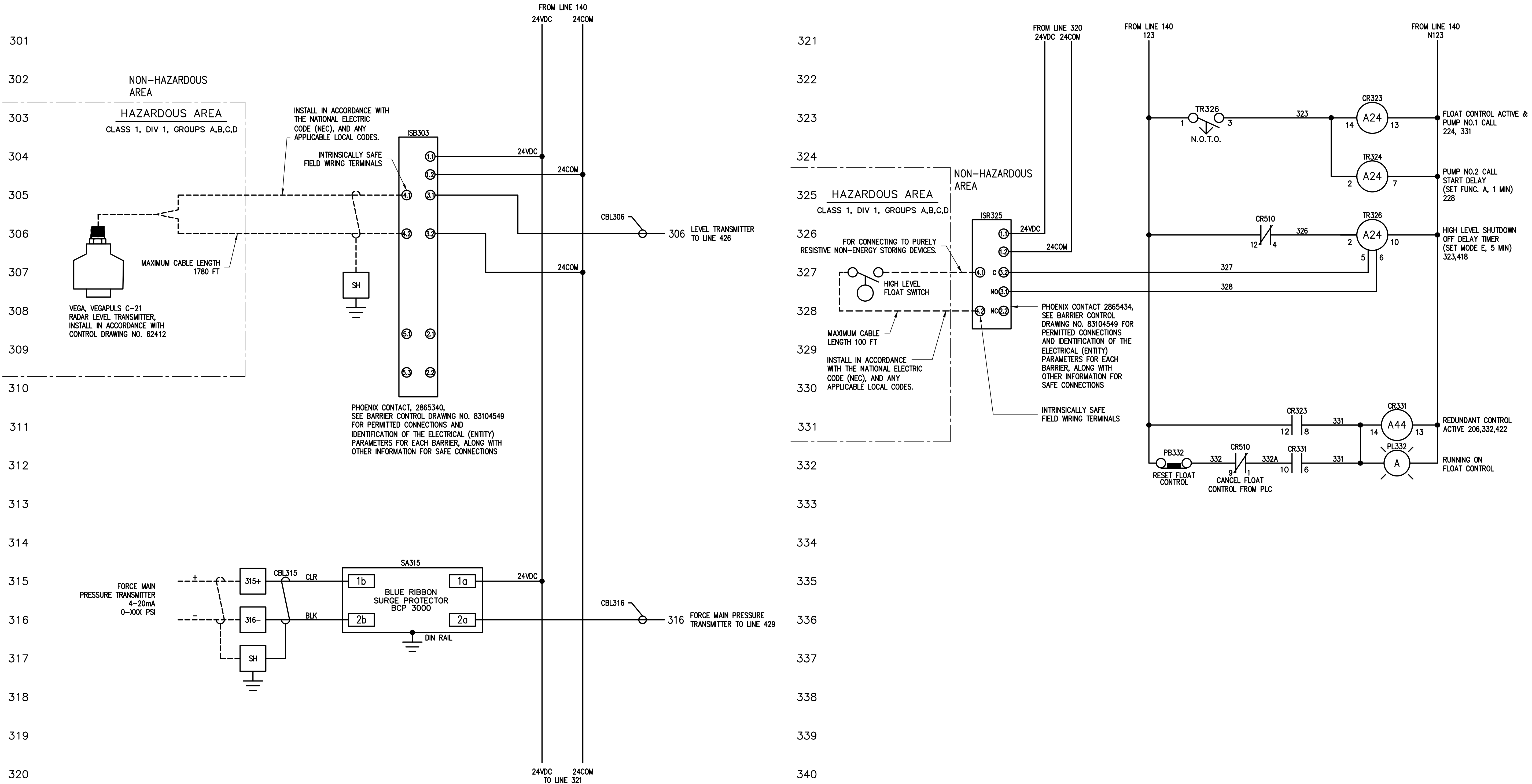
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SHEET NUMBER

E8

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ELEMENTARY DIAGRAM - 3

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LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

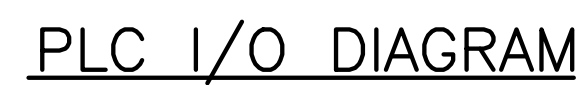
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FL LICENSE NUMBER
42461
DATE:

LIFT STATION

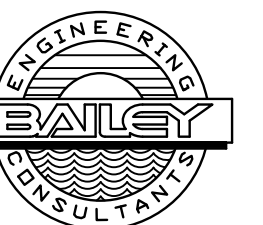
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SHEET NUMBER

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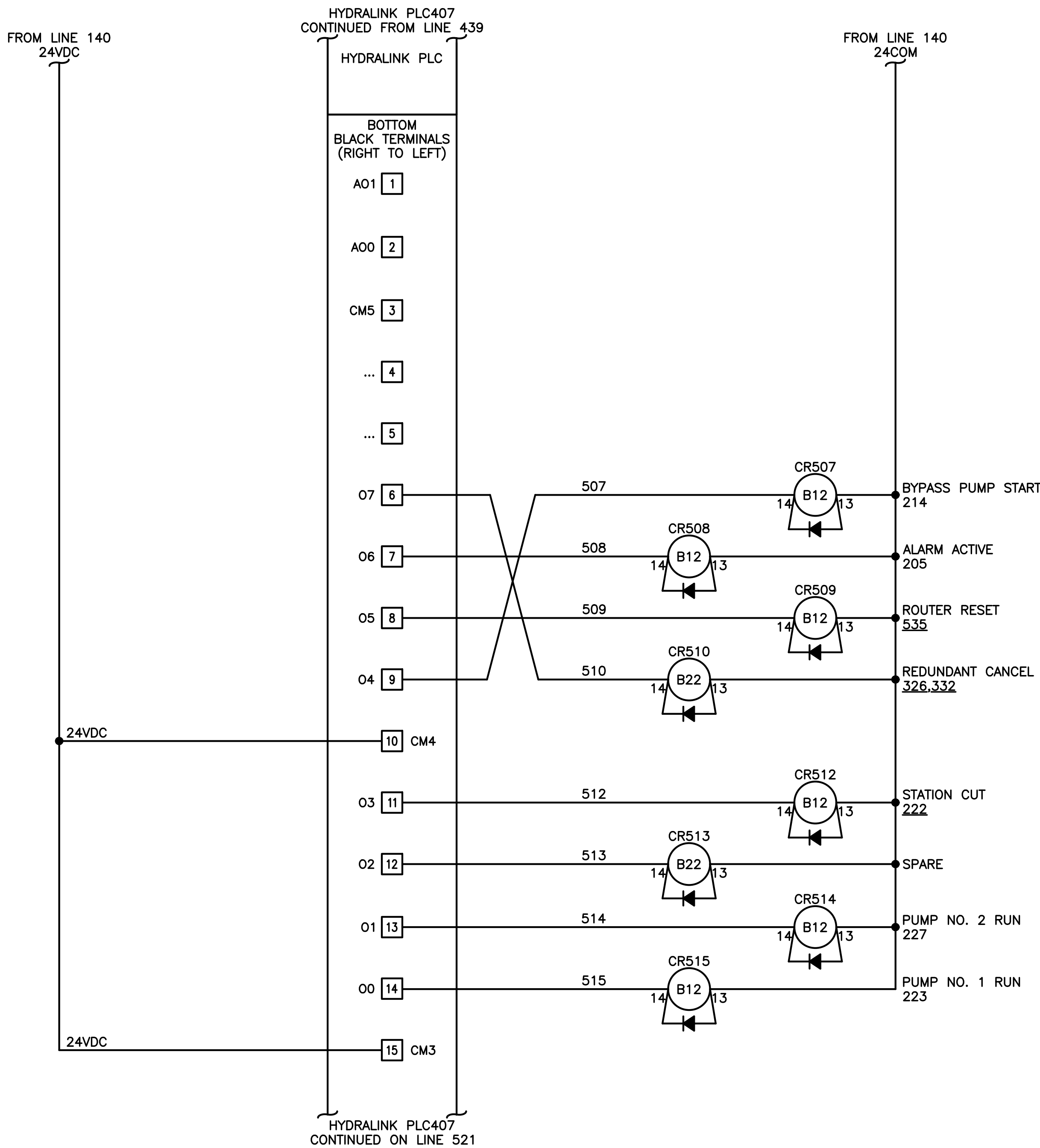


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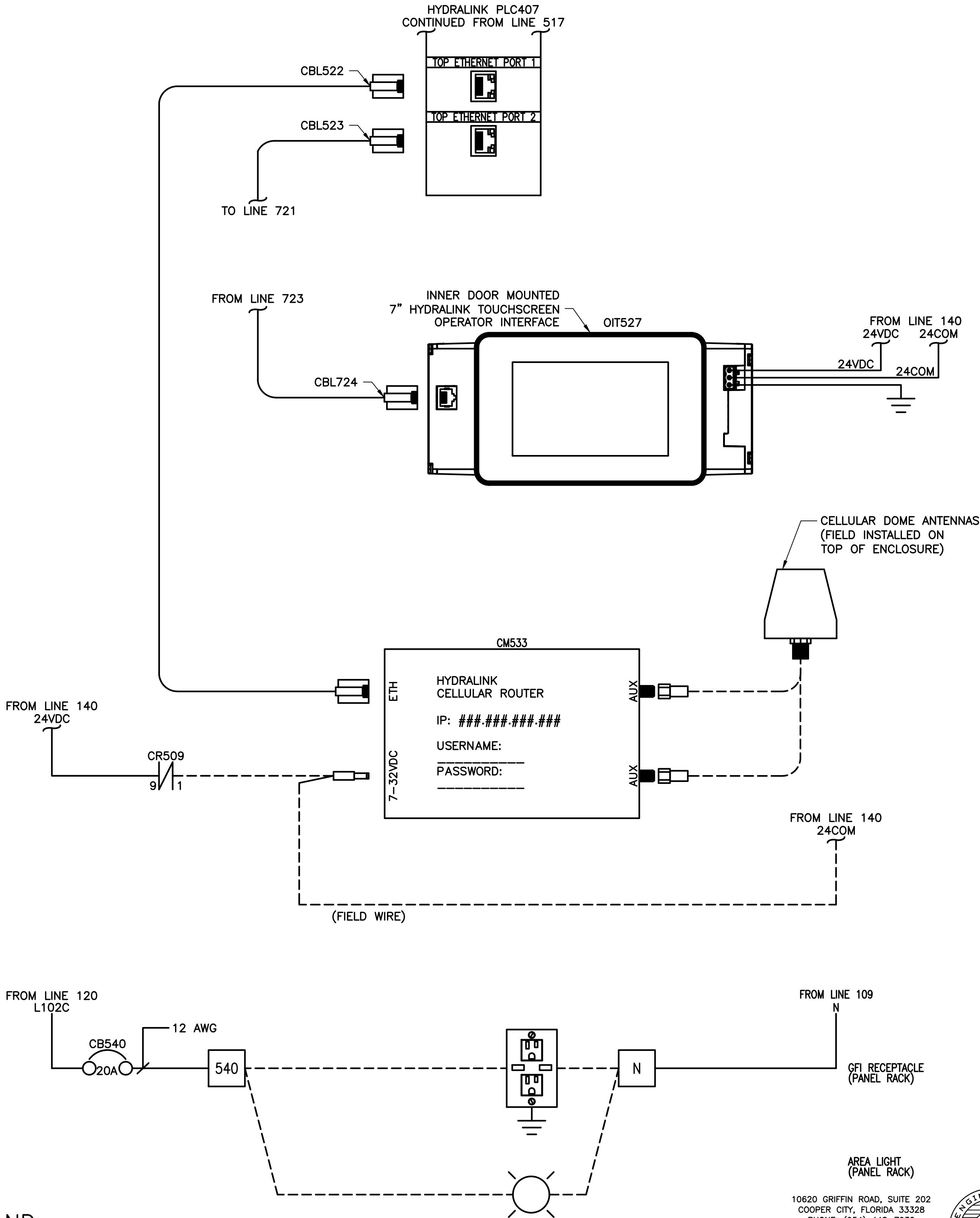
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HYDRALINK PLC I/O AND
HYDRALINK MODEM DIAGRAM

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LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

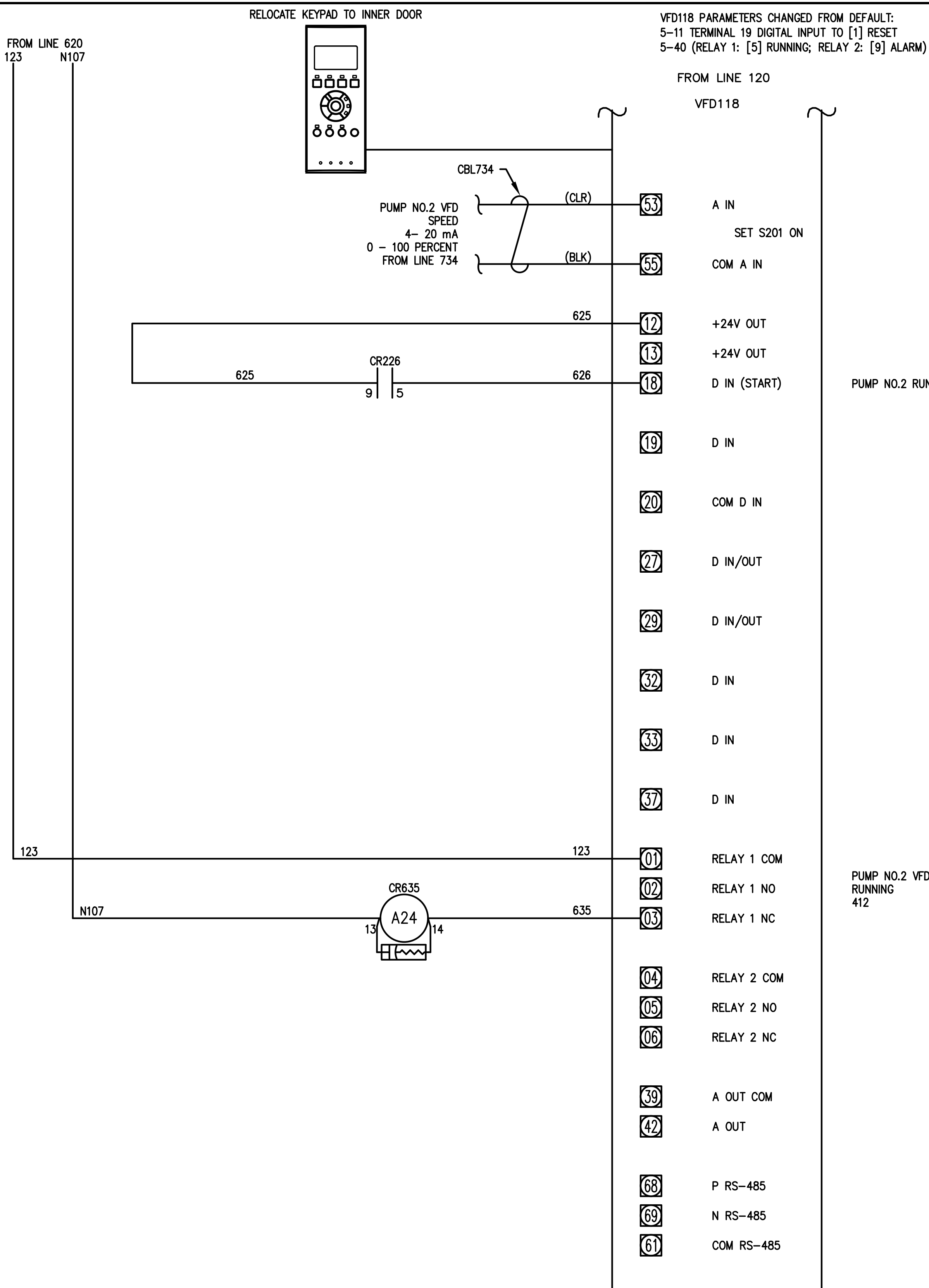
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FL LICENSE NUMBER 42461
DATE:

LIFT STATION

**HYDRALINK PLC I/O AND
HYDRALINK MODEM DIAGRAM**

SHEET NUMBER

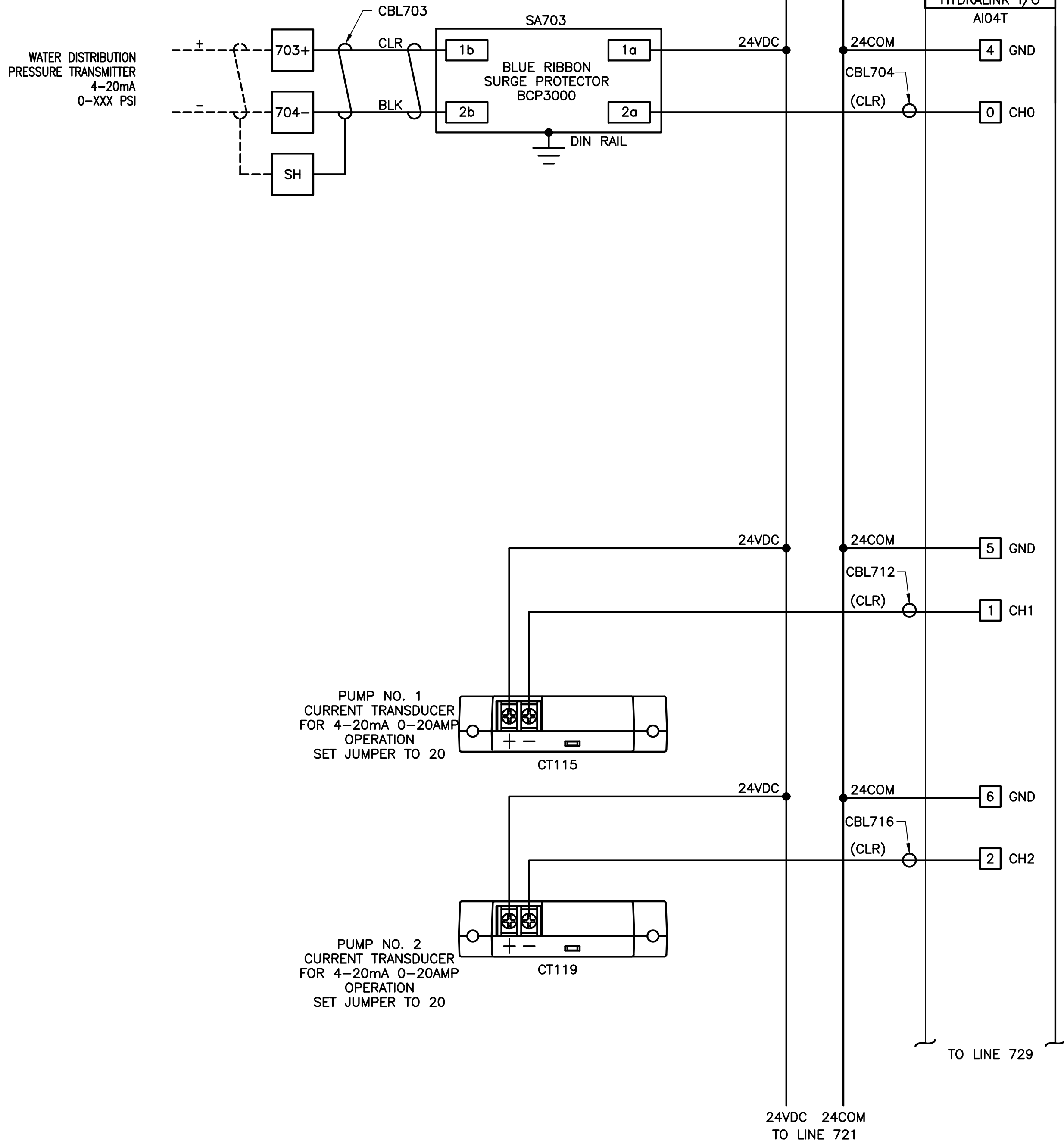
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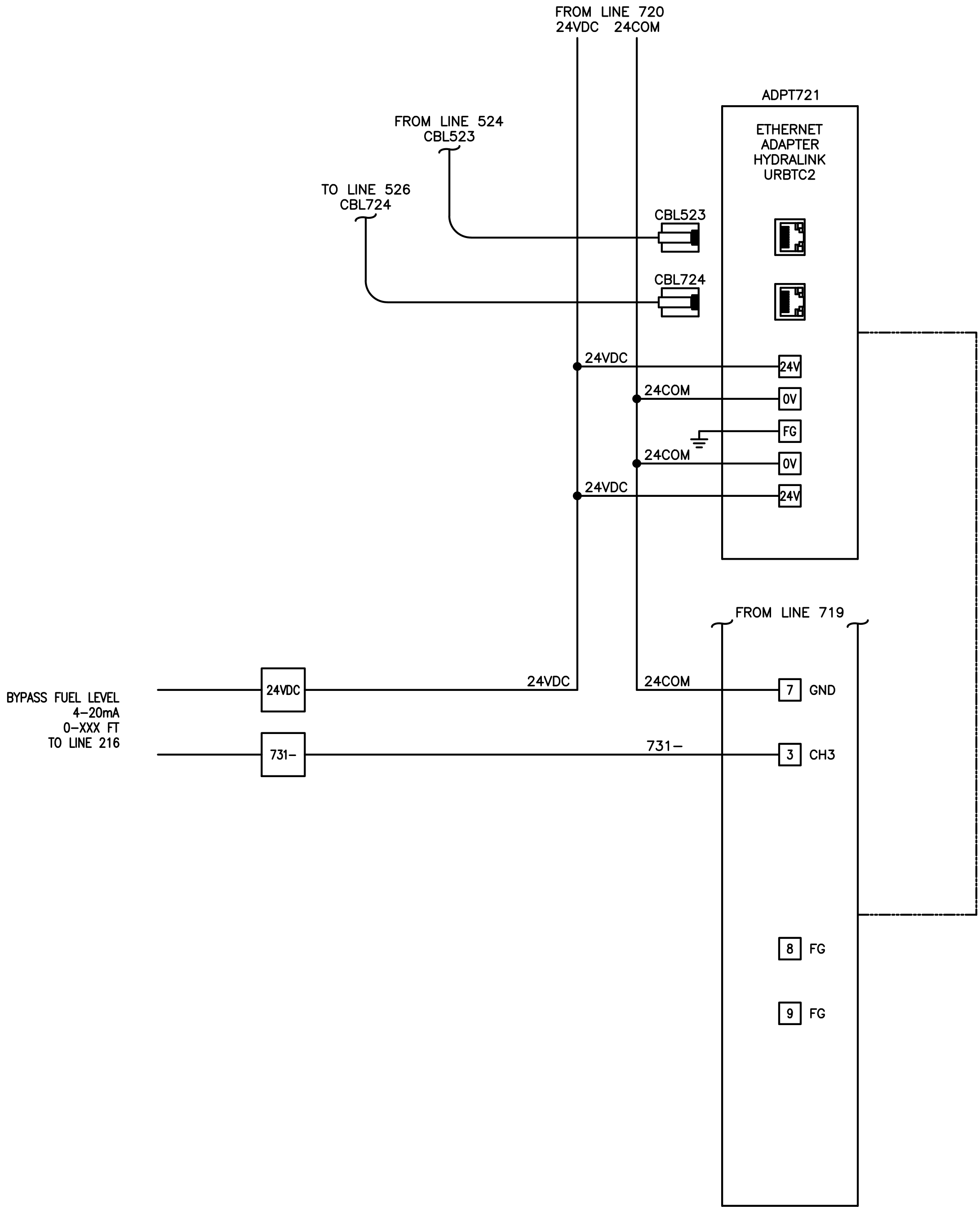
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HYDRALINK ANALOG INPUT/OUTPUT MODULE

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LIFT STATION
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PREPARED FOR
CITY OF PORT ORANGE

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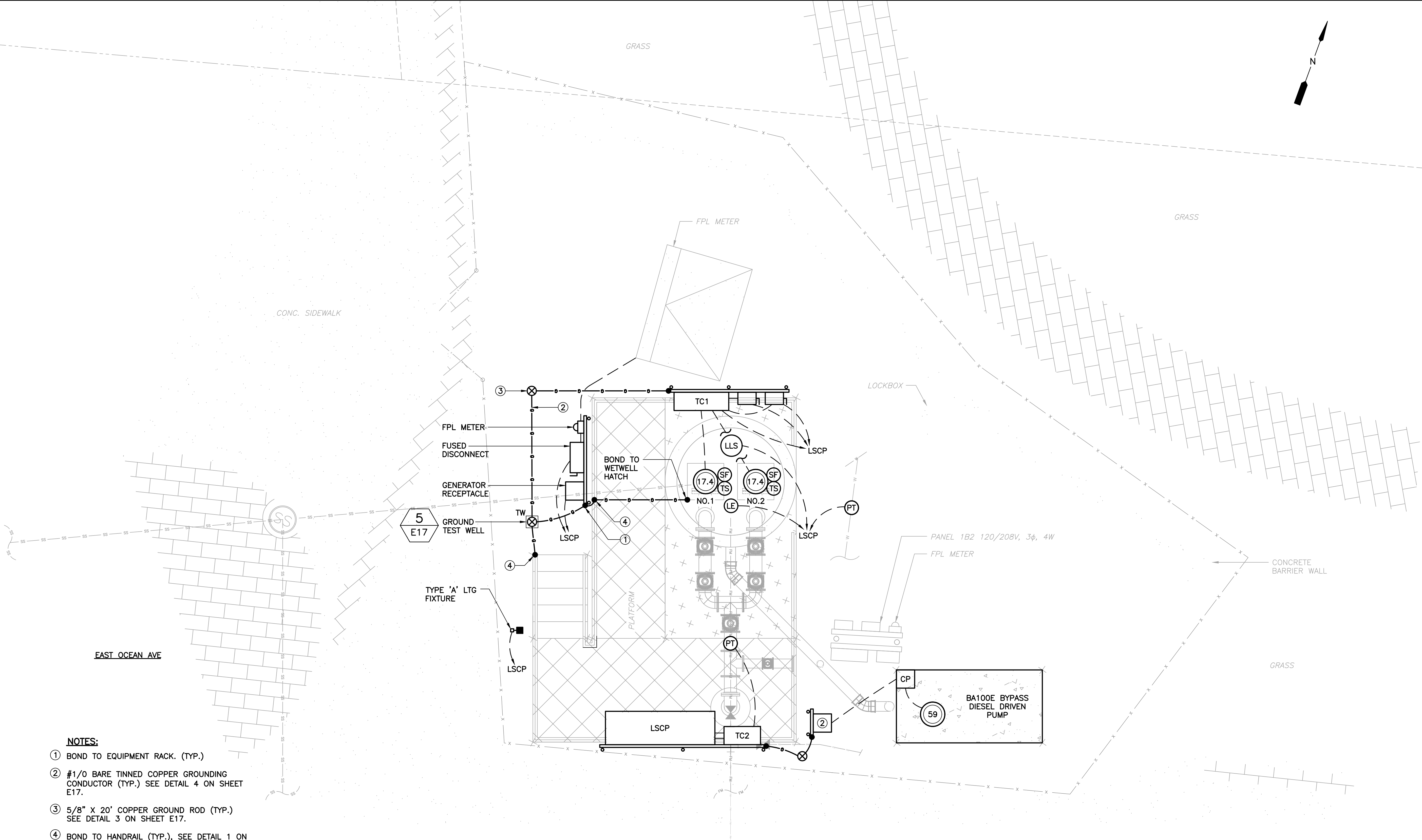
HYDRALINK ANALOG
INPUT/OUTPUT MODULE

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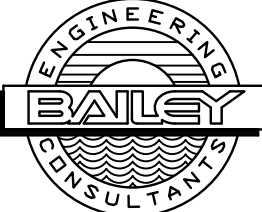


- NOTES:**
- ① BOND TO EQUIPMENT RACK. (TYP.)
 - ② #1/0 BARE TINNED COPPER GROUNDING CONDUCTOR (TYP.) SEE DETAIL 4 ON SHEET E17.
 - ③ 5/8" X 20' COPPER GROUND ROD (TYP.) SEE DETAIL 3 ON SHEET E17.
 - ④ BOND TO HANDRAIL (TYP.), SEE DETAIL 1 ON SHEET E18.

ELECTRICAL PLAN VIEW
SCALE: 3/8"=1'-0"
12" 0 1 2 4'

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**LIFT STATION
AT EAST OCEAN AVENUE**

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER
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DATE:

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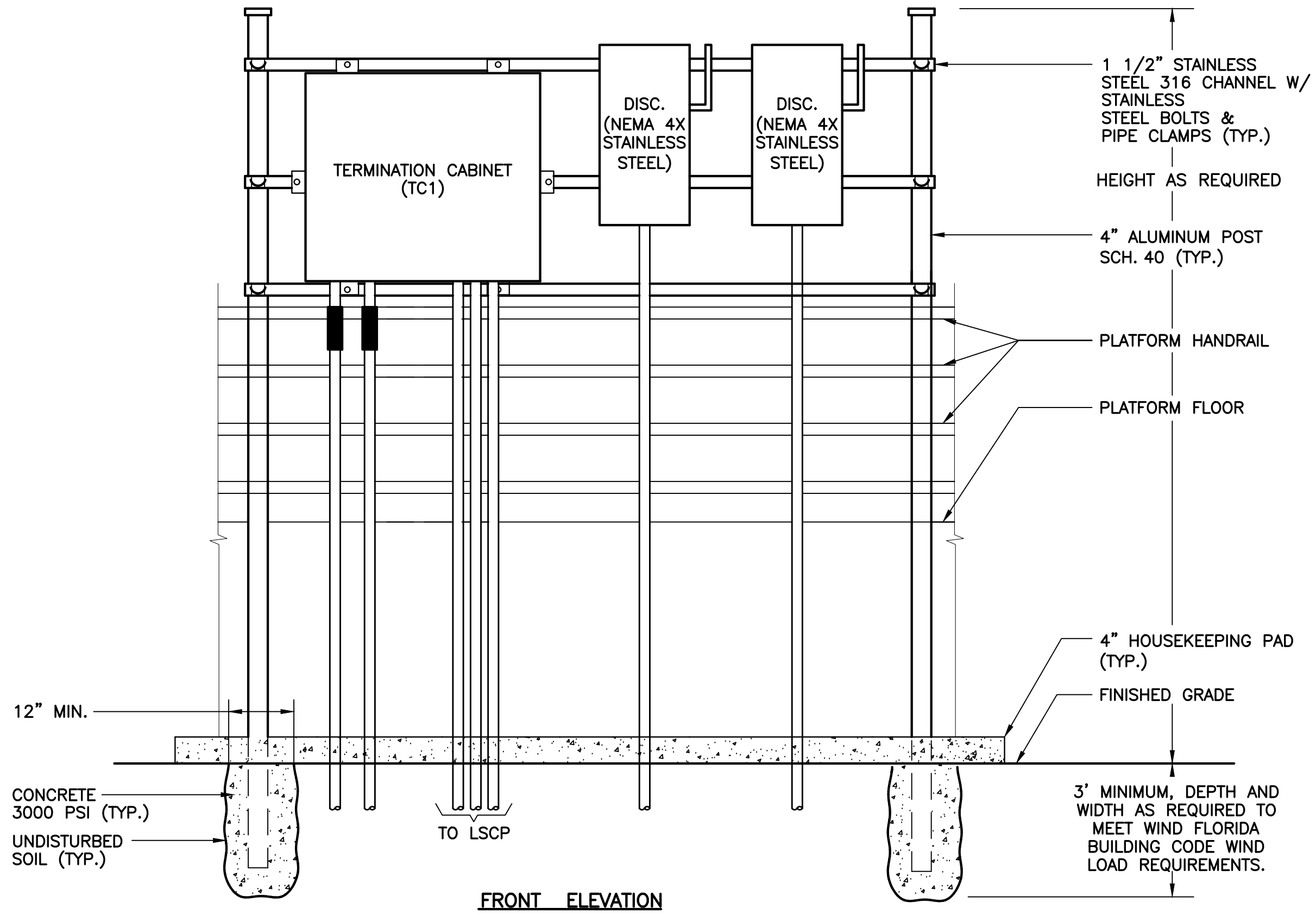
LIFT STATION ELECTRICAL PLAN

SHEET NUMBER

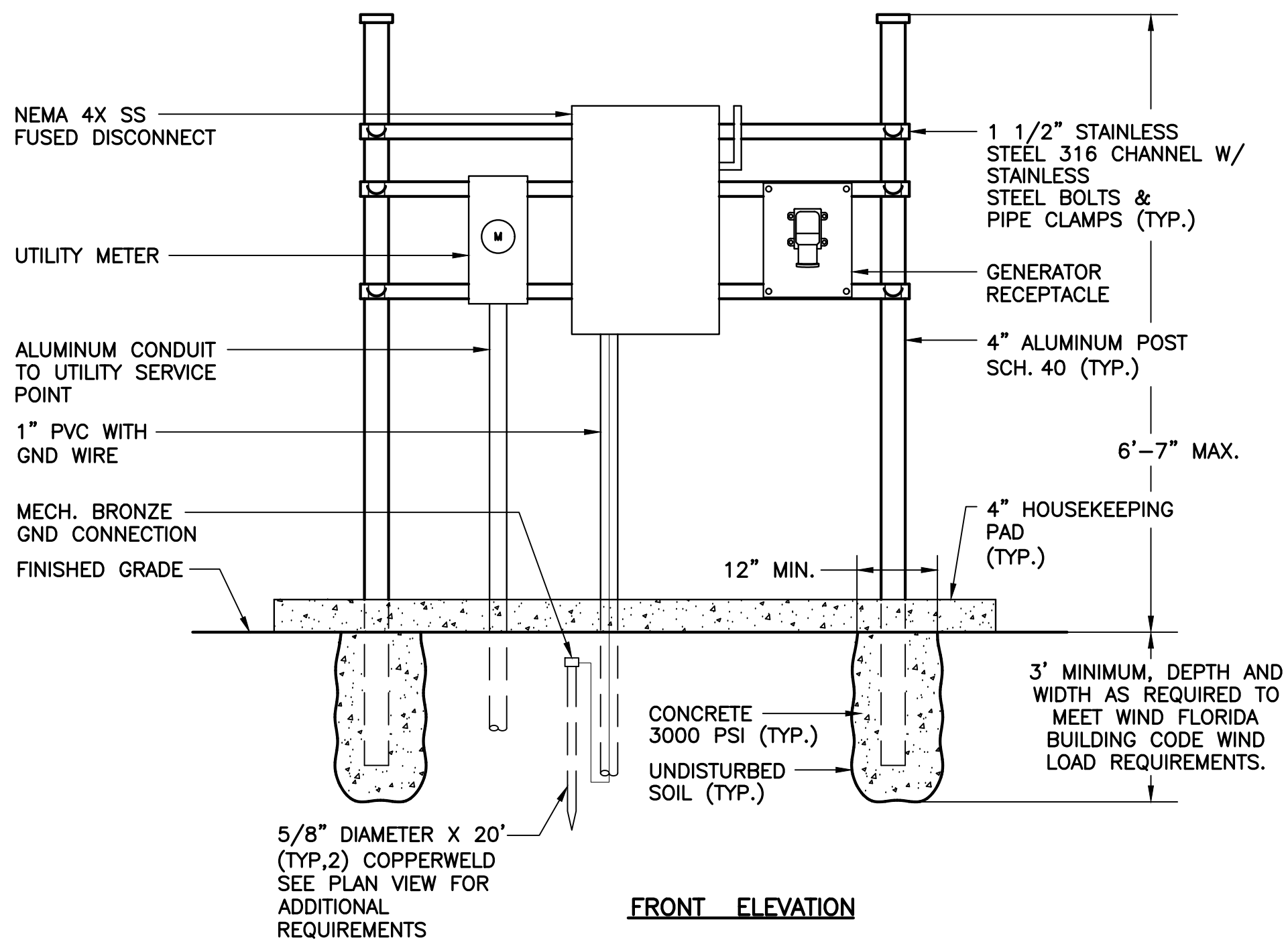
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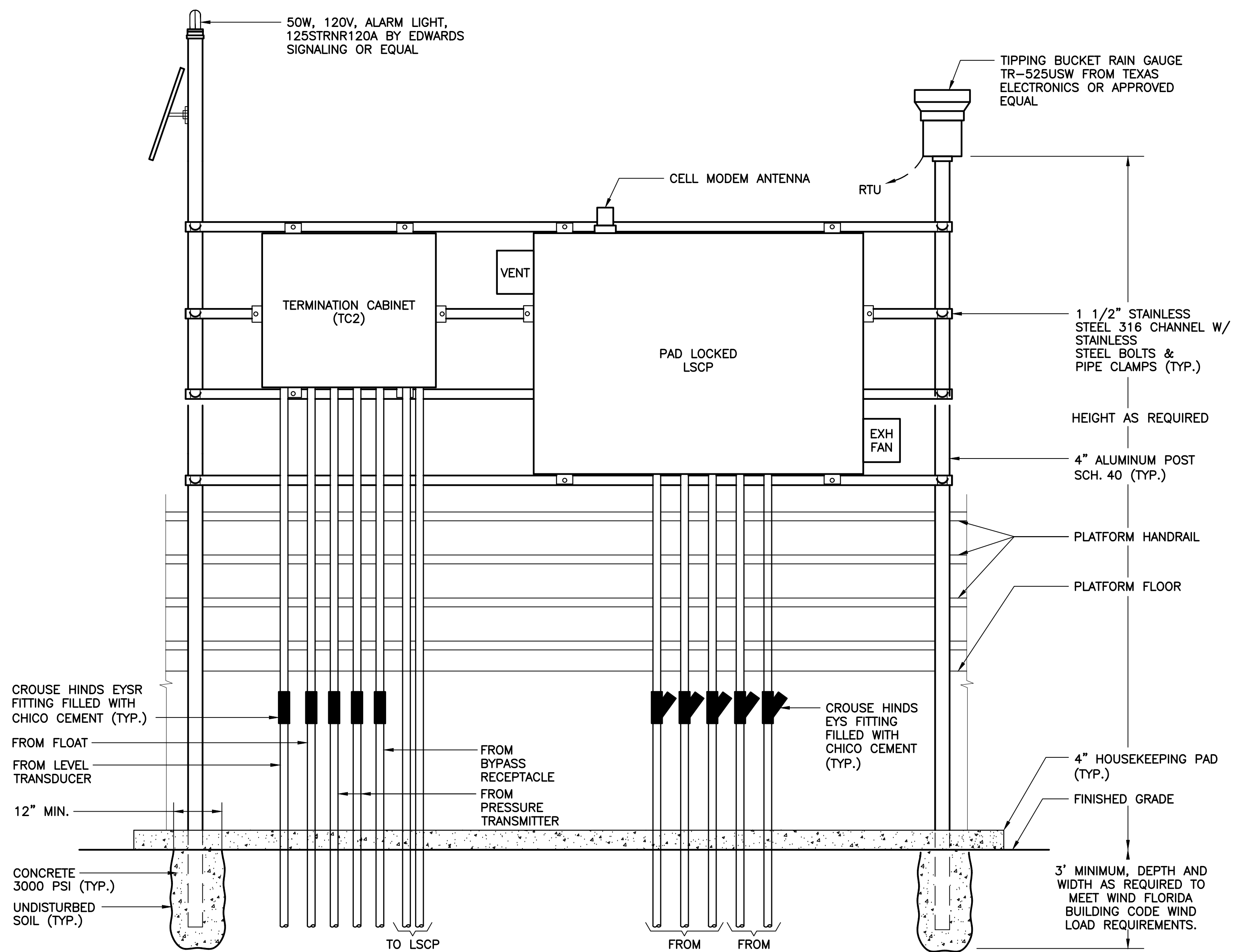
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1 EQUIPMENT RACK DETAILS
TYP. N.T.S.



2 SERVICE RACK DETAILS
TYP. N.T.S.



3 LSCP EQUIPMENT RACK DETAILS
TYP. N.T.S.

- NOTES:**
- 1 ALL MOUNTING HARDWARE SHALL BE OF 316 STAINLESS STEEL, UNLESS OTHERWISE NOTED.
 - 2 CONTRACTOR SHALL SUBMIT SIGNED AND SEALED WIND LOAD CALCULATIONS FROM A STRUCTURAL ENGINEER LICENSED IN THE STATE OF FLORIDA. ELECTRICAL EQUIPMENT SERVICE RACK TO BE CERTIFIED PER FLORIDA BUILDING CODE.
 - 3 FLOAT CABLE IN CONDUIT
 - 4 PUMP NO. 1 CABLE IN CONDUIT
 - 5 PUMP NO. 2 CABLE IN CONDUIT
 - 6 LEVEL TRANSDUCER CABLE IN CONDUIT

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KHA PROJECT 142325020	DATE 06/23/2023
SCALE AS SHOWN	DESIGNED BY DRM
DRAWN BY FAD	CHECKED BY SEB



LIFT STATION
AT EAST OCEAN AVENUE
PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461 DATE:

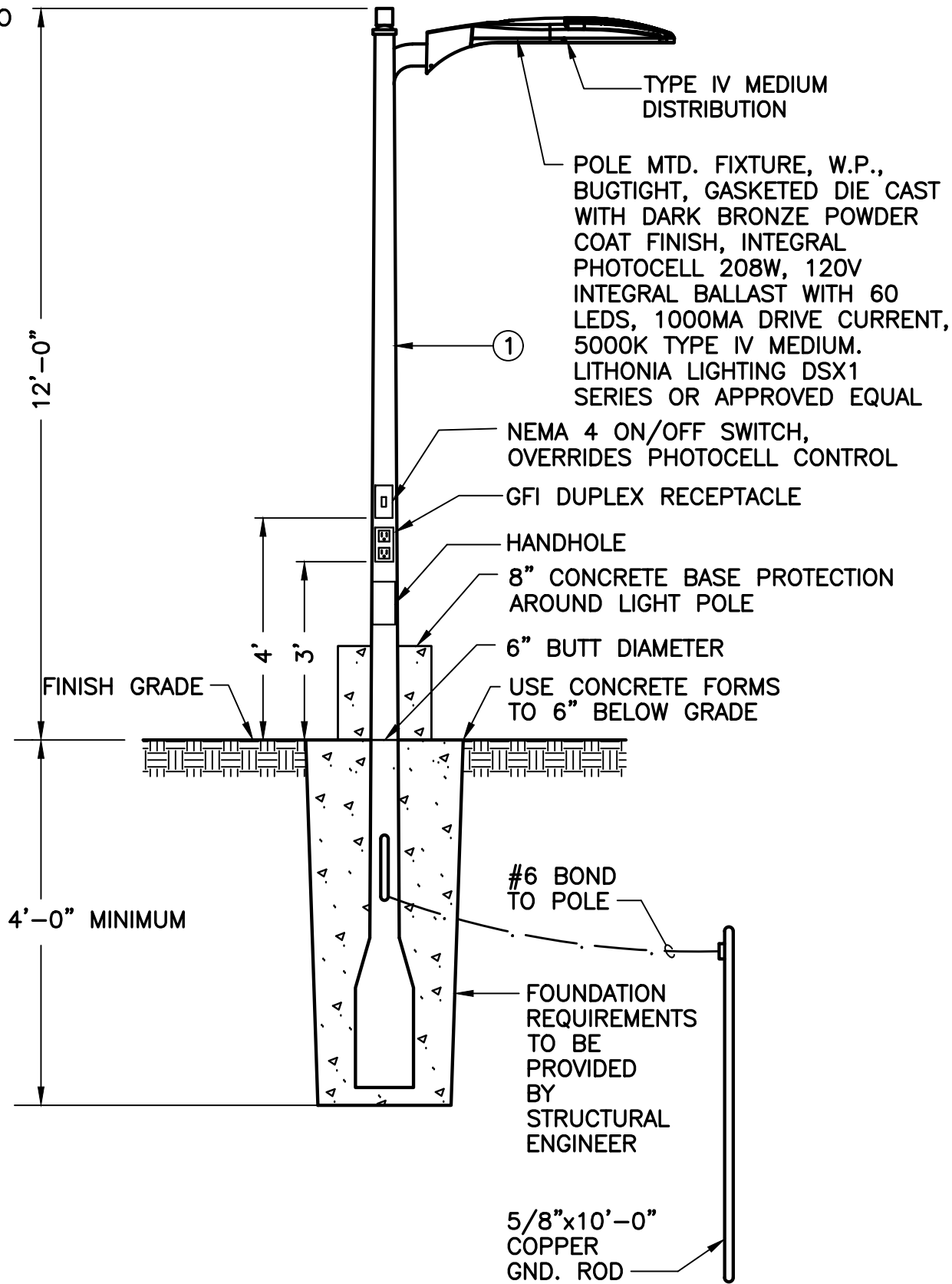
LIFT STATION
EQUIPMENT RACK DETAILS

SHEET NUMBER
E15

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NOTES:

- ① ROUND TAPERED ALUMINUM POLE, ALLOY 6063-T6 HAPCO RTA SERIES, NO EQUAL CONTRACTOR TO PROVIDE STRUCTURAL POLE AND FOOTING DETAILED DRAWINGS INCLUDING WIND LOAD CALCULATIONS SIGNED AND SEALED BY A STATE OF FLORIDA STRUCTURAL ENGINEER. CALCULATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.



3
TYP.

POLE MOUNTED TYPE
FIXTURE DETAIL

N.T.S.

JBOX ENCLOSURE:

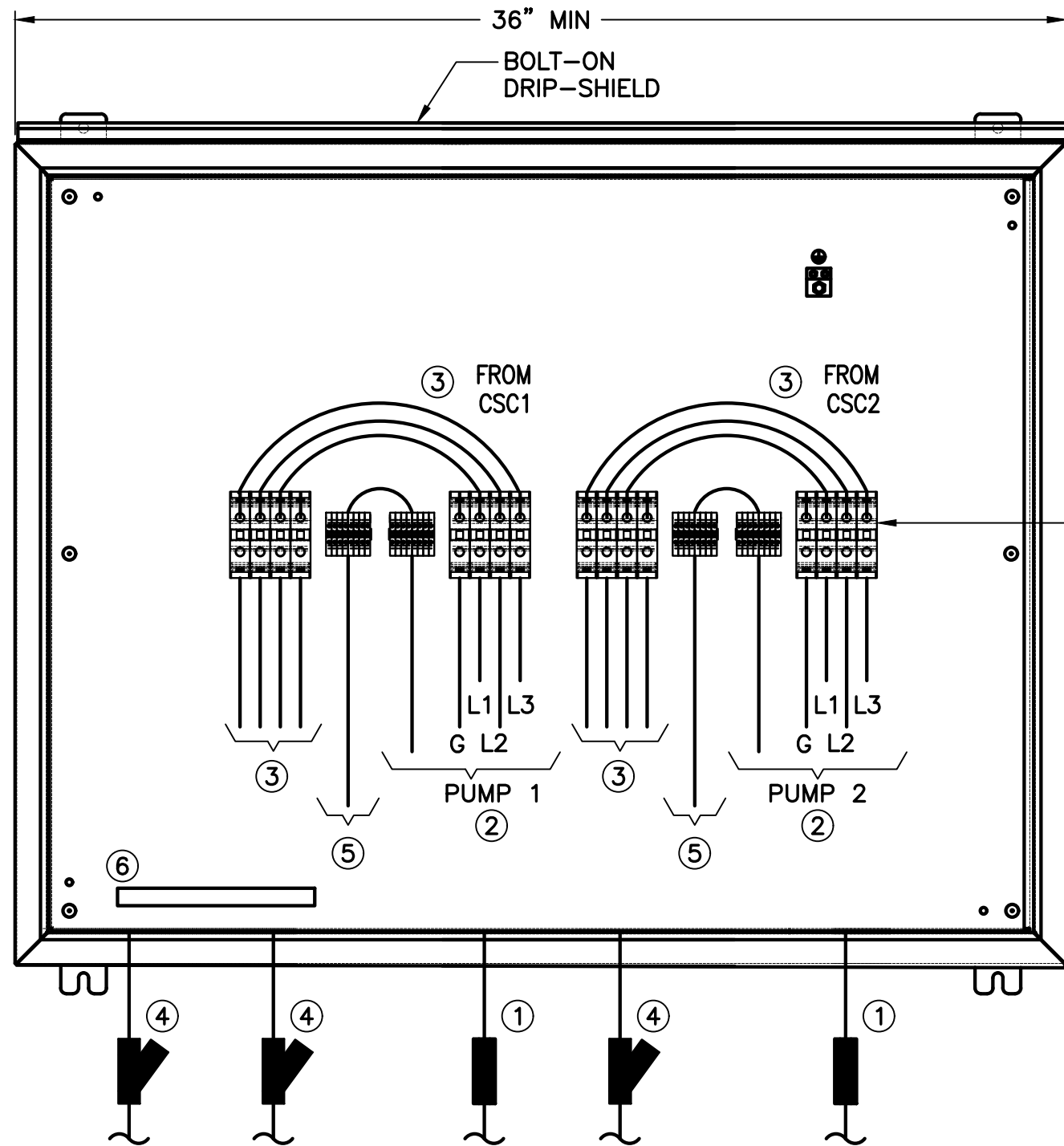
NEMA 4X RATED, W/DRIP SHIELD.
FABRICATED FROM TYPE 316
STAINLESS STEEL, POLISHED
FINISH. OUTER DOOR HAS
3-POINT PAD-LOCKABLE
HANDLE.

BACK PANEL:

FABRICATED FROM 12ga.
STEEL WITH WHITE POLYESTER
POWDER COAT FINISH.

NOTES:

- ① EYSR FITTING. CONDUIT TO
WETWELL.
② PUMP CABLE
③ PUMP POWER TO LSCP.
④ EYS FITTING. CONDUIT TO LSCP
⑤ PUMP CONTROL TO LSCP.
⑥ TERMINAL BOX GROUND BAR.



1
TYP.

TC1 DETAIL

N.T.S.

COPPER TERMINAL
BLOCKS FOR
COPPER WIRING

JBOX ENCLOSURE:

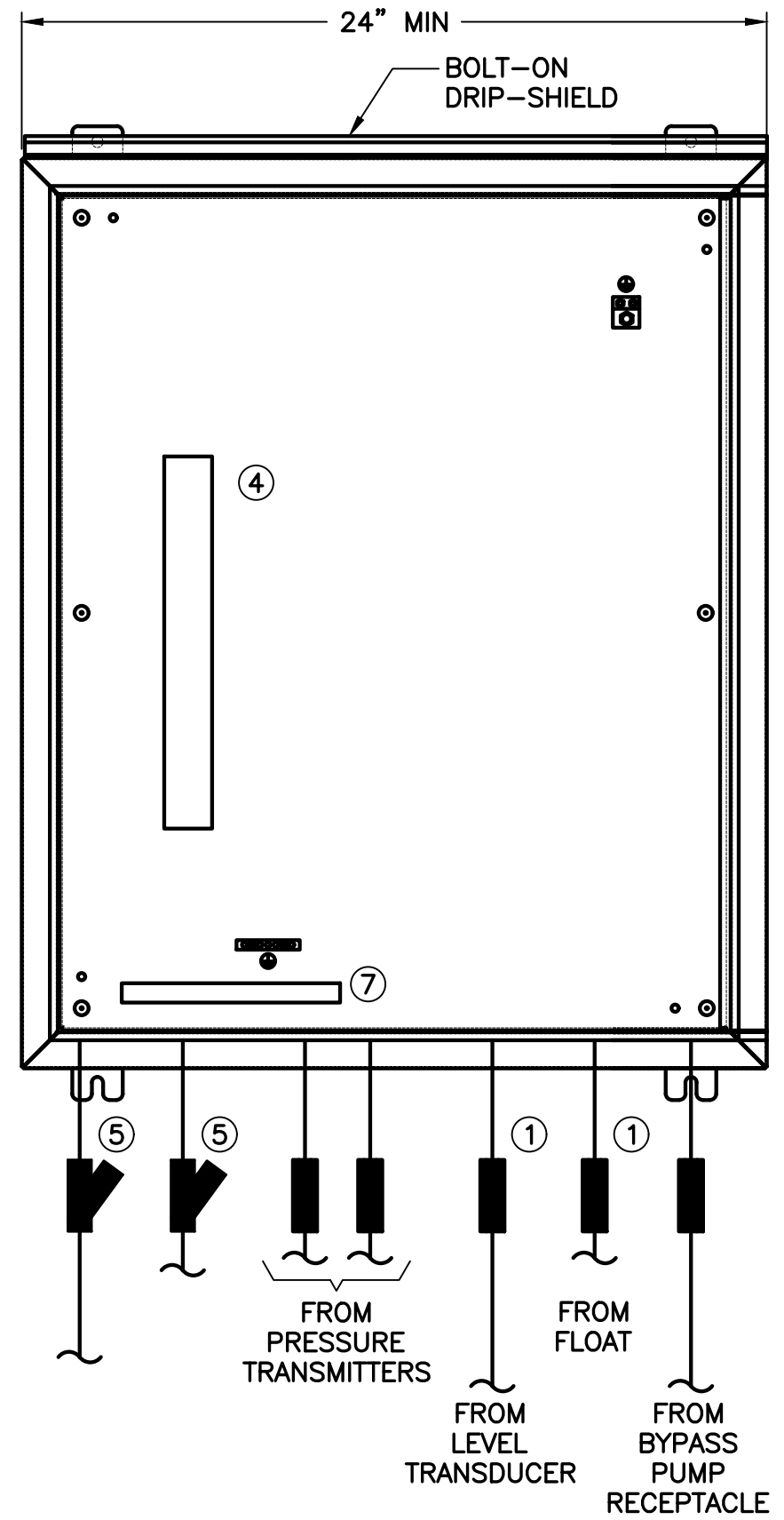
NEMA 4X RATED, W/DRIP SHIELD.
FABRICATED FROM TYPE 316
STAINLESS STEEL, POLISHED
FINISH. OUTER DOOR HAS
3-POINT PAD-LOCKABLE
HANDLE.

BACK PANEL:

FABRICATED FROM 12ga.
STEEL WITH WHITE POLYESTER
POWDER COAT FINISH.

NOTES:

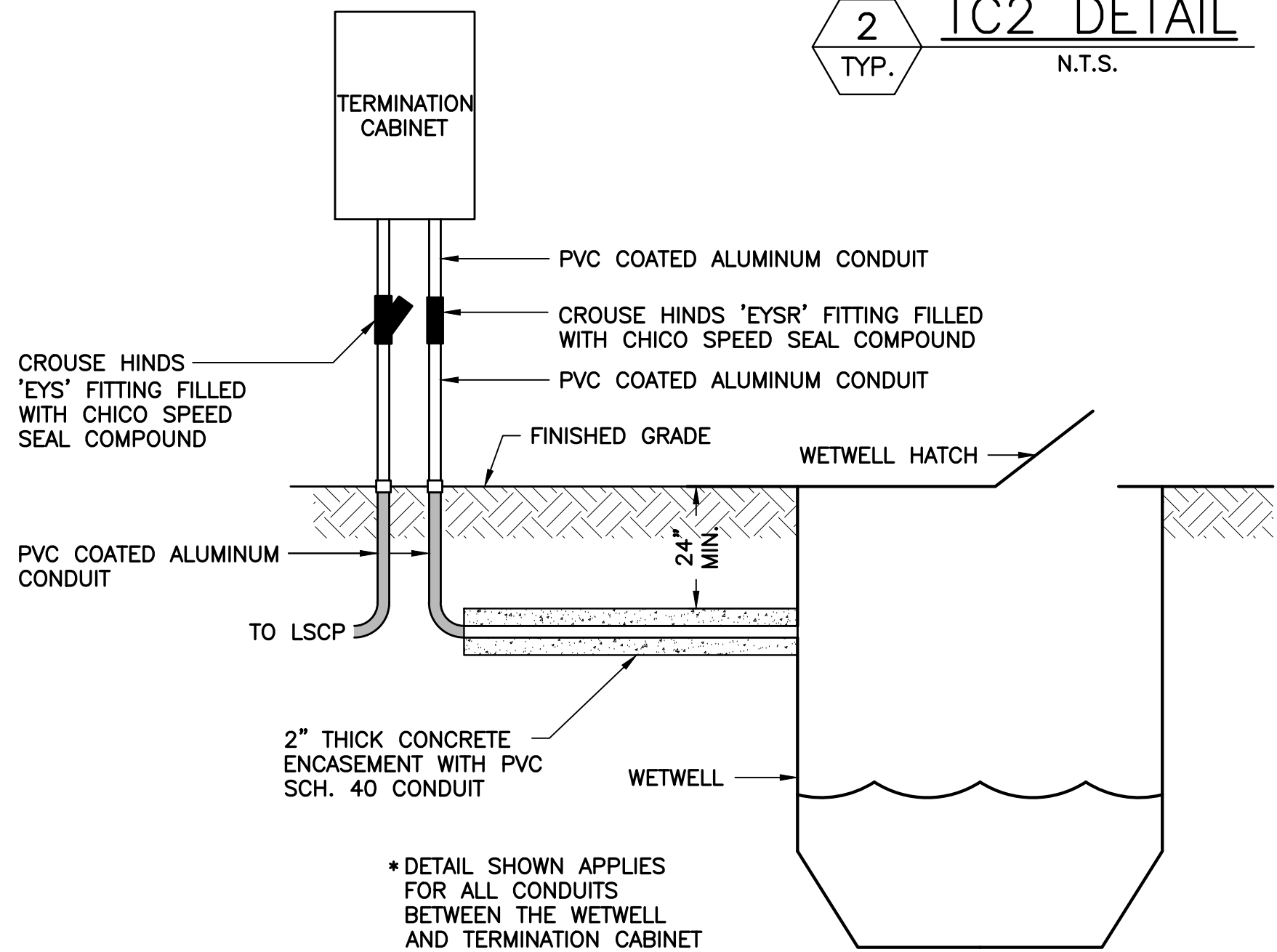
- ① EYSR FITTING. CONDUIT TO
WETWELL.
② PUMP CABLE
③ COPPER WIRE TO LSCP.
④ 24V AC CONTROL TERMINAL
BLOCK
⑤ EYS FITTING. CONDUIT TO LSCP
⑥ PUMP CONTROL.
⑦ TERMINAL BOX GROUND BAR.



2
TYP.

TC2 DETAIL

N.T.S.



4
TYP.

CONDUIT INSTALLATION DETAIL

N.T.S.

100% SUBMITTAL

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



Kimley»Horn

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PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT	142325020
DATE	06/23/2023
SCALE	AS SHOWN
DESIGNED BY	DRM
DRAWN BY	FAD
CHECKED BY	SEB



LIFT STATION
AT EAST OCEAN AVENUE

PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER
42461
DATE:

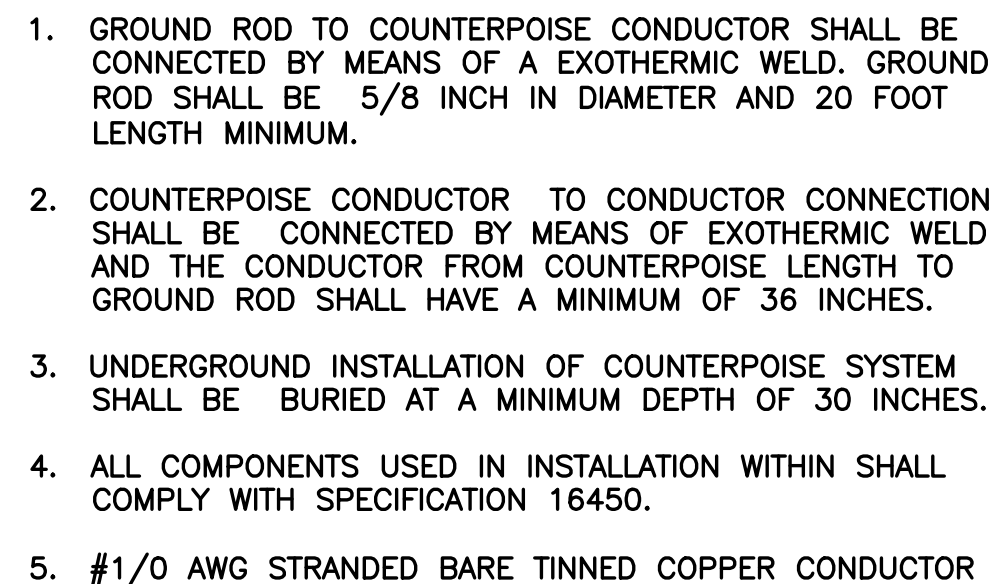
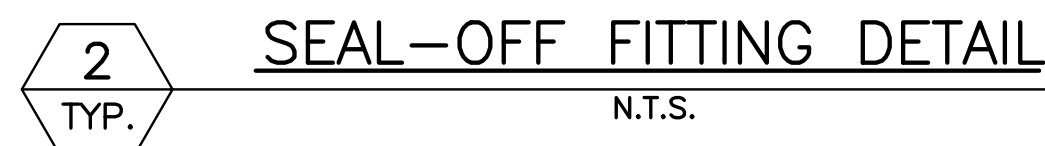
LIFT STATION

TERMINATION CABINET DETAILS

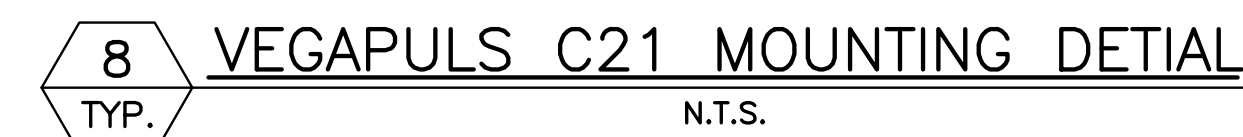
SHEET NUMBER

E16

No.	REVISIONS	DATE	BY

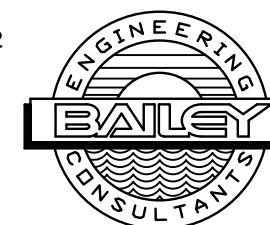
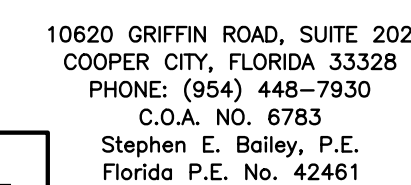


- ① THE C21 RADAR SENSOR SHALL BE MOUNTED PER MANUFACTURER'S REQUIREMENTS, IN AN AREA FREE FROM OBSTRUCTION AND AWAY FROM THE INFLOW PIPING



- ### GENERATOR CONNECTION OUTLET NOTES

1. THE GENERATOR OUTLET WILL BE SUPPLIED LOOSE BY OTHERS TO BE INSTALLED ON AN ALUMINUM MOUNTING PLATE SIZED TO FIT ON THE EQUIPMENT RACK AND LOCATED SO THAT THE GENERATOR CONNECTION DEVICE IS ORIENTED FOR CONVENIENT CONNECTION TO GENERATOR CABLES.
2. CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING BETWEEN THE LCP GENERATOR CIRCUIT BREAKER AND THE REMOTE GENERATOR CONNECTION DEVICE.
3. CONTRACTOR SHALL SEAL THE GENERATOR CONNECTION DEVICE BOX WITH APPROVED SEALANT REQUIRED BY THE LCP VENDOR TO PROVIDE WATER TIGHT INTEGRITY.



No.	REVISIONS	DATE	BY

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189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
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KHA PROJECT 142325020	
DATE 06/23/2023	
SCALE	AS SHOWN
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PREPARED FOR
CITY OF PORT ORANGE

LICENSED PROFESSIONAL

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER

42461

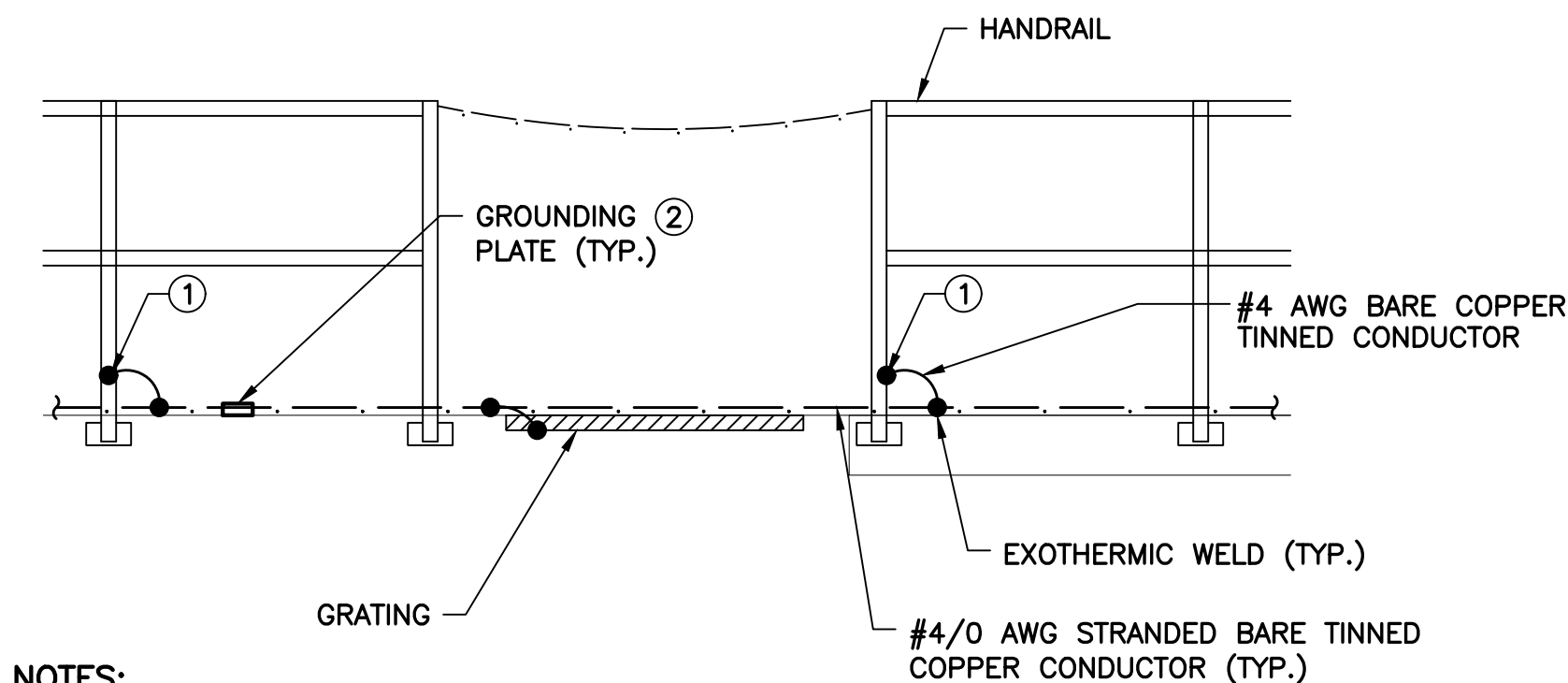
DATE:

LIFT STATION

ELECTRICAL DETAILS - 1

SHEET NUMBER

E17



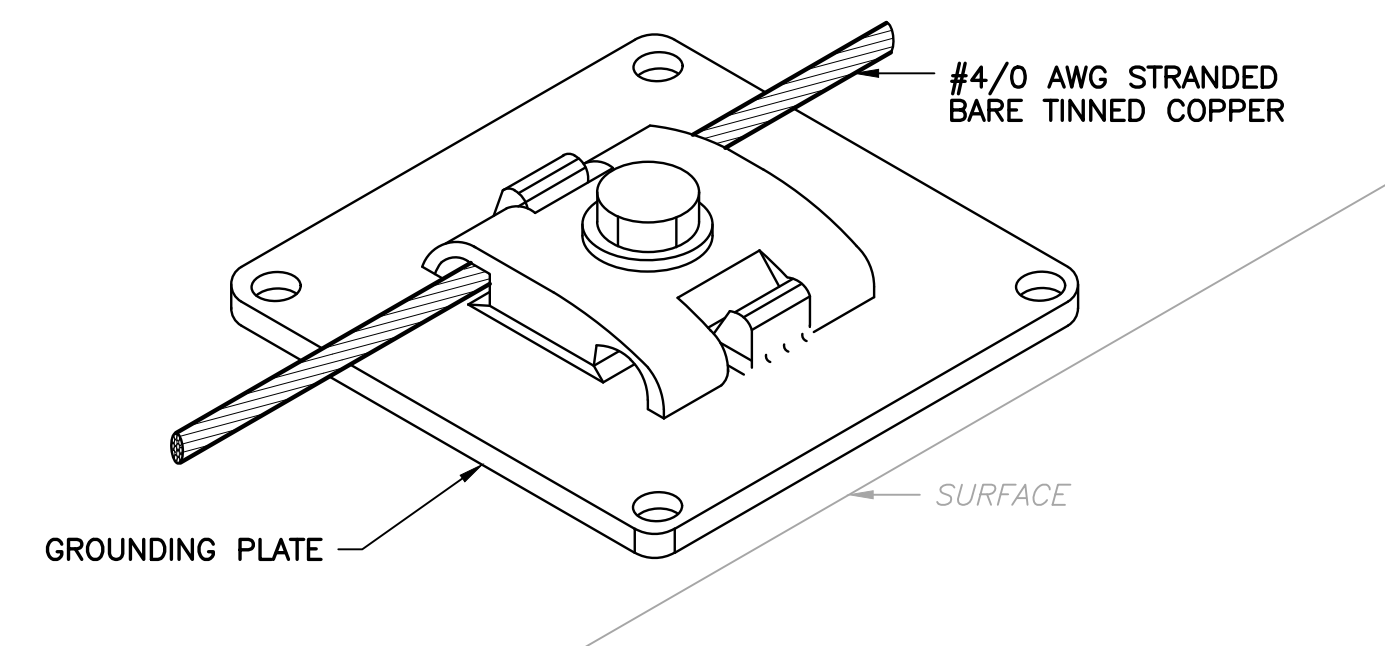
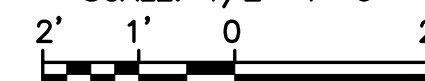
NOTES:

- ① #4 BARE COPPER TINNED CONDUCTOR TO COMPRESSION LUG MECHANICALLY CONNECTED TO RAIL, COAT CONNECTION BETWEEN LUG AND RAIL WITH CONDUCTIVE ANTI-CORROSION COMPOUND. NO ALUMINUM COMPONENTS ALLOWED. PROVIDE AN EXOTHERMIC WELD FROM #4 TO #4/0. NO MECHANICAL CONNECTION ALLOWED.
- ② ALL EXPOSED GROUND CONDUCTORS INSTALLED ALONG SURFACE OF HANDRAIL SHALL BE SECURED USING GROUNDING PLATE. SEE DETAIL THIS SHEET.

- ALL EXPOSED GROUND CONDUCTORS INSTALLED ALONG SURFACE OF HANDRAIL SHALL BE
 ② SECURED USING GROUNDING PLATE. SEE DETAIL THIS SHEET.

1 HANDRAIL/GRATING GROUNDING DETAIL
TYP. SCALE: 1/2"=1'-0"

SCALE: $1/2" = 1'-0"$

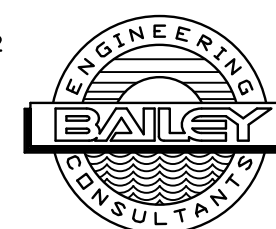


2 GROUNDING PLATE DETAIL
TYP. N.T.S.

N.T.S.

100% SUBMITTAL

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PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461

[illegible]



CITY OF PORT ORANGE

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

ADDENDUM #1

July 12, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

As stated during the Pre-Solicitation Meeting, there will not be a formal site visit for this project. If the bidder wishes to see the site, it is accessible to the public. They cannot get inside the gate but they are able to see everything they need to.

D. QUESTIONS AND ANSWERS:

Question #1: Can General Control Systems be added as an approved System Supplier? GCS meets all the qualifications listed in Section 13300 of the Technical Specifications.

Answer: General Control Systems will be added as an approved System Supplier

Question #2: What is the Engineer's Estimate/Budget?

Answer: Engineer's Opinion of Probable Construction Costs is \$950,000.

Question #3: Refer to Sheet S5, Section A-A, Note "Federal Color 23619 3/8" PTD Smooth Stucco Finish Over Masonry Substrate". Please confirm that this note is typical for the entire wall.

Answer: Confirmed, this is typical for the entire wall.

Question #4: Is water proofing to be applied to the CMU wall?

Answer: Yes. Coat the interior and exterior of the CMU wall with Sherwin-Williams LOXON XP Waterproofing Masonry Coating.

Question #5: Refer to Sheet S6, Detail "F", Note "Gate (Designed by others)". What is the intent and basis of design? This statement is extremely vague and could be assumed to be a variety of materials (i.e., aluminum, steel, galvanized, ornamental, etc. It will be difficult to accurately price this without more detailed information.

Answer: The gate shall be 12' Wide Aluminum Double Entry Gate with 72" High Gate Leaf;

- 6" x 6" x 1/8" aluminum post
- Outer Gate Frame – 2" x 3" x 1/8" with Radius Edge
- Top/Bottom/Side Rails – Gate System
- Center Mullion – Gate System
- Louvered Blades – Gate System
- Heavy Duty 316SS Latch
- Drop Pins
- 316SS 180 Degree Hinges
- Silver Powder Coated Finish

Question #6: Is the platform to be aluminum? What is the size of the proposed railings and platform grating? A basis of design is needed to accurately price this. If not, this item could be overpriced or underpriced.

Answer: The platform shall be aluminum and shall be designed to meet Florida Building Code, current edition. Design criteria provided below.

ALUMINUM

1. ALUMINUM DESIGN, DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO THE LATEST EDITION OF THE ALUMINUM DESIGN MANUAL.
2. ALUMINUM IN CONTACT WITH OR EMBEDDED IN CONCRETE OR MASONRY SURFACES SHALL BE COATED WITH A HEAVY COATING OF ALKALI RESISTANT BITUMINOUS PAINT.
3. ALL BOLTS USED IN CONNECTIONS WITH ALUMINUM MEMBERS SHALL BE STAINLESS STEEL A316, UNLESS NOTED OTHERWISE.
4. ALL WELDING OF ALUMINUM STRUCTURES SHALL CONFORM TO "STRUCTURAL WELDING CODE - ALUMINUM", AWS D1.2, LATEST EDITION.

DESIGN CRITERIA

1. 2020 FLORIDA BUILDING CODE, BUILDING - 7TH EDITION (FBC)
2. REINFORCED CONCRETE: ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
3. STRUCTURAL STEEL: AISC MANUAL OF STEEL CONSTRUCTION, 1- EDITION
4. ALUMINUM: ADM1-2015, ALUMINUM DESIGN MANUAL
5. LIVE LOADS:

GRATING AND CATWALKS:	100 PSF
STAIRS:	100 PSF
6. WIND DESIGN CRITERIA:

RISK CATEGORY	IV
ULTIMATE DESIGN WIND SPEED, V_{ULT}	150 MPH
NOMINAL DESIGN WIND SPEED, V_{ASD}	116 MPH
EXPOSURE CATEGORY	C

Question #7: Is the platform to be leveled with the concrete structure?

Answer: Yes, per the proposed elevations shown on Sheet C-2.

Question #8: Please clearly identify what items are to be painted. The painting spec is not clear.

Answer: The interior and exterior of the CMU wall shall be painted to match Federal Color 595c 13596 using Sherwin-Williams Pro Industrial Acrolon 100 HS Waterbased Urethane or approved equal.

Question #9: Can a spray on liner be used to coat the precast wet well walls in lieu of the suggested Agru or Fiberglass liner? An approved spray on liner will be more cost effective and reduce construction time.

Answer: Yes, the spray liner shall be Raven 405 or approved equal.

Question #10: Refer to Bid Item 11. Does this refer to the concrete structure around the top of wet well?

Answer: Yes, and the concrete bypass pump pad.

Question #11: What is the thickness of the proposed concrete pad for the emergency bypass pump pad? Please provide a detail showing the reinforcing bars and type of concrete.

Answer: The concrete pad for the bypass pump shall be 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #12: What is the sewer flow rate entering the master manhole? This is required to determine what bypass system can be used.

Answer: Use a Peak Hour Flow of 110 gpm for sizing bypass system.

Question #13: There is limited information regarding the proposed bollards. Please provide a detail for the retractable and static bollards.

Answer: For static bollards, refer to the City's standard detail M-20. The proposed retractable bollards shall be 3.5' tall, traffic rated for utility maintenance vehicles and be retractable by remote control/button. Product shall be by Blockaides or Bollards Direct USA.

Question #14: Is sodding required for all disturbed areas?

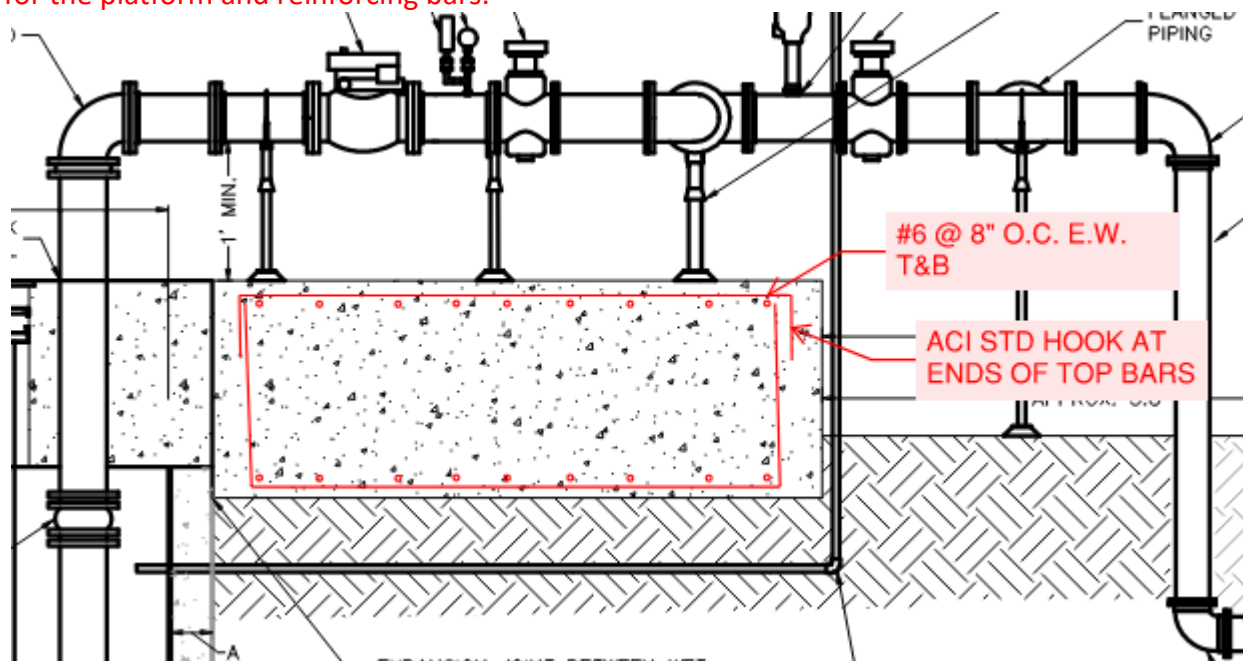
Answer: All disturbed areas shall be resodded with the same type of sod as existing.

Question #15: What is the proposed ground cover within the lift station site aside from the concrete pads? Please provide a detail.

Answer: Minimum 6" of #57 stone over filter fabric.

Question #16: Please provide a detail for the concrete platform at the wet well including reinforcing bars.

Answer: The drawing below is from Attachment #3, page M1. What's added in RED is the detail for the platform and reinforcing bars.



Question #17: Refer to Bid Item 9. Please provide a detail for asphalt restoration.

Answer: Please refer to detail R-13, attached as part of this Addendum. (See attachment).

Question #18: Refer to Bid Item 10. Where is the location of the driveway indicated on the plans?

Answer: Contractor is to replace concrete access pad removed during demolition. Replacement apron shall be minimum 6" thick with 6" x 6" x 1/8" Welded Wire Mesh reinforcement.

Question #19: Is the new wet well top intended to be precast? Also, what is the thickness?

Answer: The new wet well top shall be minimum 6" thick precast concrete.

Question #20: Is a contractor's field office trailer required for this project?

Answer: No contractor field office trailer required.

Question #21: Please confirm that a Maintenance Bond is required for this project per the Measurement and Payment section – Bid Item #2. Please detail the percent of the bond and duration.

Answer: No maintenance bond is required. This project requires Performance & Payment Bonds.

Question #22: Drawing S-1, Note #5 states:

5. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A GEOTECHNICAL CONSULTANT FOR CONSTRUCTION TESTING AND APPROVAL OF FILL AND COMPACTION. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL VERIFY GLOBAL STABILITY OF THE PERIMETER WALL, EVALUATE THE BEARING CAPACITY AND SETTLEMENT OF THE RETAINING WALLS, AND PROVIDE ANY INSPECTION SERVICES REQUIRED DURING SOIL PLACEMENT.

Typically, the owner is responsible for this requirement during design. Please confirm that the owner will assume this cost.

Answer: The Contractor is responsible for all construction testing, including Geotechnical services listed in Note #5 on Sheet S-1.

Question #23: What is the size and detail of the new access hatch on the existing wet well? Please provide model number and manufacturer name.

Answer: The new access hatch shall be at minimum a 48" x 48" Aluminum Hatch cast into the new precast wet well top. The hatch shall include Bilco Fall Protection Grating System or approved equal per sheet M-1.

Question #24: Please clarify, on the bid tab online item #15 it states diesel bypass pump, but on the plans, it seems to not have a bypass pump and only the piping and concrete slab.

Answer: The Diesel Bypass Pump is included with the project per the project plans and specifications. The pump shall be BBA Pumps model# BA100E D265 Diesel Driven.

Question #25: Can a precast wall be substituted to replace the 8' high CMU wall that surrounds the Lift Station?

Answer: A precast wall system will be accepted as an alternate to the CMU wall as long as it meets all of the design and structural requirements of the CMU wall and any additional engineering cost required for installation or obtaining a building permit will be the sole responsibility of the contractor.

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #1

Chip Kent
Purchasing Agent
ckent@port-orange.org



CITY OF PORT ORANGE

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1000 CITY CENTER CIRCLE
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ADDENDUM # 2

July 16, 2024

ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 14, 2024 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.

The due date for Bid Submittals is hereby changed to August 2, 2024, at 2:30 PM (EST).

A. REVISIONS:

None

B. CHANGES TO THE ITB:

None

C. CLARIFICATIONS:

None

D. QUESTIONS AND ANSWERS

None

In all other respects, except as specifically stated herein, the subject ITB #24-12 OCEAN AVENUE LIFT STATION (LS6) REHABILITATION remains the same.

END OF ADDENDUM #2

Chip Kent
Purchasing Agent
ckent@port-orange.org



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C9) Resolution No. 24-27 - Revising Procedures for Dangerous Dog Hearings

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Motion to approve Resolution No. 24-27 subject to the approval of Ordinance No. 2024-16.

SUMMARY: In 2019, the City adopted Ordinance No. 2019-10 revising sections 10-3 and 10-9 of the Code of Ordinances by revising definitions and amending requirements for the confinement of a dangerous dog. The Ordinance also provided that hearing proceedings to challenge the Animal Control Officer's initial determinations will be as set forth in a resolution adopted by the City Council. Subsequently, the City Council adopted detailed procedures for dangerous dog hearings in Resolution No. 19-3.

The proposed Resolution No. 24-27 updates the procedures for dangerous dog hearings. The hearing procedures are amended to simplify the statutory cross-references by separating each statute section depending on the factual circumstances, such as Fla. Stat. 767.12 for initial determinations and Fla. Stat. 767.13 or 767.135 for situations when a dog is confiscated for euthanasia and deleting superfluous verbatim statutory language. The proposed Resolution also clarifies the burden of proof to be met by the owner and corrects outdated references to the dangerous dog panel.

PRESENTER: William Harrison

ATTACHMENTS:

1.	Resolution No. 24-27 - Dangerous dog hearing procedures	Resolution No. 24-27 - Dangerous dog hearing procedures.pdf
----	---	---

Tracee Cody	Created/Initiated - 8/15/2024
Manuel Marino	Approved - 8/19/2024
John McKinney	Approved - 8/21/2024
Matthew Jones	Approved - 9/4/2024
Wayne Clark	Approved - 9/10/2024
Tracee Cody	Final Approval - 9/10/2024

RESOLUTION NO. 24-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
UPDATING PROCEDURES FOR DANGEROUS DOG
HEARINGS; PROVIDING FOR REPEAL OF
CONFLICTING RESOLUTIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously established uniform dangerous dog procedures for hearings; and

WHEREAS, the City Council has determined a need to update the dangerous dog procedures for hearings; and

WHEREAS, the procedures outlined below are consistent with subsection 767.12 of the Florida Statutes; and

WHEREAS, the use of a special magistrate allows for the most efficient and professional resolution to dangerous dog cases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Dangerous Dog Hearing Procedures, attached hereto as Exhibit "A" are hereby adopted.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution supersedes and replaces Resolution No. 19-3.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or

application, and to this end the provisions of this resolution are declared severable.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

CITY OF PORT ORANGE DANGEROUS DOG HEARING PROCEDURES

I. Initial Determination; Penalty; Notice; Request for Hearing; Failure to File

A. The procedures for notifying a dog owner of the Animal Control Officer's initial determination to classify his/her dog as dangerous and for requesting a hearing to appeal that decision, are set forth in Section 767.12, Florida Statutes, as may be amended, City of Port Orange Ordinance 2024-16 and as set forth in Sec. 10-9, City of Port Orange Code of Ordinances, as adopted and incorporated herein.

B. The owner may request a hearing to contest the initial determination to classify a dog as dangerous and/or proposed penalty by completing the Request for Hearing form included with the written notification and filing it with the City Clerk within seven (7) calendar days from the date of receipt of the notification of the sufficient cause finding.

C. Failure by the owner to timely request a hearing shall result in the initial determination of a dangerous dog classification and/or proposed penalty becoming final by operation of law.

II. Decisions to Confiscate for Euthanasia

A. The procedures for notifying a dog owner of the Animal Control Officer's decision to confiscate his/her dog for euthanasia pursuant to this subsection and for requesting a hearing to appeal that decision, are set forth in Sections 767.13 and 767.135, Florida Statutes, as may be amended, City of Port Orange Ordinance 2024-16, and as set forth in Sec. 10-9, City of Port Orange Code of Ordinances, as adopted and incorporated herein.

B. The owner may request a hearing to contest the Animal Control Officer's decision to confiscate the dog for euthanasia by completing the Request for Hearing form included with the written notification and filing it the City Clerk within ten (10) business days from the date of receipt of the notification of the sufficient cause finding.

C. Failure by the owner to timely request a hearing shall result in the decision to euthanize the dog and/or other penalty becoming final by operation of law.

D. If the dog has previously been declared dangerous and the determination is final, a hearing on a decision to confiscate for euthanasia shall not provide an additional method to attempt to reargue or appeal the prior decision.

Exhibit "A"

III. Special Magistrate; Record; Parties; Legal Counsel; Witnesses

A. All hearings pursuant to Sections I. and II. above, shall be held before a Special Magistrate designated by the City Manager. A veterinarian may be present at the hearing to advise and assist the Special Magistrate upon his/her request.

B. The owner will need to secure a verbatim record of the proceedings, at his or her own expense, including all testimony and evidence of the proceedings in the event that an appeal should be necessary.

C. The participants at the hearing shall be the investigating Animal Control Officer, the owner of the dog and any witnesses the parties may call to testify. Any person who decides to appeal any decision made by the Special Magistrate shall need a record of the proceedings, and for such purposes he or she shall need to ensure, at his or her own expense, the taking and preparation of a verbatim record of all testimony and evidence of the proceeding being appealed.

D. The owner may be represented by legal counsel at the hearing at his or her own expense. The Animal Control Officer may be represented by the City Attorney or designee of the City Attorney.

IV. Conduct of Hearing by Special Magistrate; Burden of Proof; Order of Proof; Cross-Examination of Witnesses; Due Process Standard; Findings of Fact and Conclusions of Law

A. The Special Magistrate shall preside over the hearing to ensure a fair and orderly process. The Special Magistrate shall administer oaths to parties and their witnesses, rule on all procedural matters, including objections to the admissibility of evidence, make substantive findings of fact and conclusions of law and enter a final appealable order. The Special Magistrate may order the removal of disorderly individuals from the hearing room.

B. The burden of proof shall be upon the Animal Control Officer to show by preponderance of evidence, (unless the dog owner can produce an applicable and relevant case or statute that the special magistrate finds should increase the burden of proof), that the dog is a dangerous dog as defined by Section 767.11, Florida Statutes and Sec. 10-3, City of Port Orange Code of Ordinances or to support its decision to confiscate the dog for euthanasia pursuant to Sections 767.13 or 767.135, Florida Statutes, and that the proposed penalty is appropriate under Sections 767.12(5), 767.13 and/or 767.135, Florida Statutes. The Animal Control Officer shall make the first presentation of evidence. This evidence may include, but is not limited to, testimony of the Animal Control Officer's direct observations, videotaped evidence, testimony of neighbors and/or other individuals who have personal knowledge of the situation.

Exhibit "A"

C. The owner, or his or her attorney, if any, may cross-examine the Animal Control Officer as to the substance of his or her testimony following direct examination and/or after the direct examination testimony of any witness called by the Animal Control Officer.

D. After the Animal Control Officer has concluded his/her case in chief, the dog's owner shall have an opportunity to make his or her defense. The owner may present evidence to prove that the initial determination by the Animal Control Officer classifying the dog as dangerous (if the hearing is pursuant to Section I) or to confiscate the dog for euthanasia (if the hearing is pursuant to Section II) is erroneous, or unsupported by substantial competent evidence. The owner may present evidence which may include, but is not limited to, his or her own testimony, documentary evidence and/or the testimony of other witnesses or persons who have personal knowledge of the particular situation. The Animal Control Officer or his/her attorney, if any, shall have the right to cross-examine the animal's owner after testifying and/or the animal owner's witnesses, if any. Thereafter, the Animal Control Officer shall have an opportunity to briefly rebut any issue raised by the owner not previously addressed by the Animal Control Officer.

E. Formal rules of evidence do not apply, but fundamental due process shall be observed and shall govern the proceedings to ensure that correct determinations and/or penalty has (have) been made.

F. After all the evidence is presented, the Special Magistrate shall make Findings of Fact and Conclusions of Law as to whether sufficient substantial and competent evidence has been established to sustain or overrule the Animal Control's Officer's determination and/or decision. The Special Magistrate shall prepare a written final order entering the findings of fact and conclusions of law.

V. Appeal Procedure; Securing the Dog Pending Appeal

Upon the Animal Control Officer's determination and/or decision becoming final after a hearing or by operation of law, the animal control authority shall provide a written final order to the owner by registered mail, certified hand delivery or service. The owner may file an appeal to the circuit court in accordance with Rule 9.110, Florida Rules of Appellate Procedure, as may be subsequently amended or replaced, after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal. An appeal to the circuit court of any order of the Special Magistrate shall be an appeal of the record created at the hearing in front of the Special Magistrate, and shall not require a de novo review. Failure by the appellant to produce a record for appeal may result in a dismissal of the appeal.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C10) Resolution No. 24-36 - Reimbursement Resolution for Parks Bond Capital Improvements

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

3 - Quality of Life

5 - Fiscal Sustainability

6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 24-36.

SUMMARY: On August 20, 2024, during the primary election, 57.45% of the voters of the City of Port Orange approved the issuance of General Obligation Bonds in an amount not exceeding \$30,000,000 principal amount. The bonds shall mature within thirty (30) years from the date of issuance.

The Fiscal Year 2025 budget includes funding for capital expenditures from the Parks Bond Capital Projects Fund related to the 2024 Parks General Obligation Bond including acquisitions and park improvements prior to the issuance of the debt.

This Resolution allows the City to reimburse itself for such expenditures with proceeds of bonds, notes or a lease purchase agreement.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Reso 24-36 - Reimbursement Reso v3 9.4	Reso 24-36 - Reimbursement Reso v3 9.4.pdf
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John McKinney

Created/Initiated - 8/21/2024

Junos Reed

Approved - 8/26/2024

Susan Lovallo

Approved - 8/29/2024

John McKinney

Approved - 8/30/2024

Matthew Jones

Approved - 9/4/2024

Wayne Clark

Approved - 9/10/2024

Tracee Cody

Final Approval - 9/10/2024

RESOLUTION NO. 24-36

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF PORT ORANGE, FLORIDA TO ISSUE TAX-EXEMPT OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$30,000,000 TO REIMBURSE THE CITY FOR AMOUNTS ADVANCED BY THE CITY TO PAY THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION, RENOVATION, EXPANSION, AND IMPROVEMENT OF PUBLIC PARKS PARK IMPROVEMENTS, RECREATIONAL FACILITIES AND RELATED INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to the date of this resolution, the City of Port Orange, Florida (the “City”) has made certain expenditures in connection with the acquisition, design, construction, renovation, expansion and improvement of public parks, park improvements, recreational facilities and related infrastructure located within the City (the “Project”), and the City anticipates making additional expenditures for the Project; and

WHEREAS, the City intends to finance the costs of the Project with the proceeds of the issuance of bonds, equipment leases, 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 intends to initially pay certain costs of the Project with legally available funds of the City other than proceeds of the Tax Exempt Financing (the “Advanced Funds”) and to reimburse itself for such expenditures with the proceeds of 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 Regulations Section 1.150-2.

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 Project.

B. It is necessary, desirable, convenient and in the interest of the City that the Project be acquired, designed, constructed, renovated, expanded, improved and financed as contemplated.

C. The City intends to ultimately finance certain of the costs of the Project with the proceeds of its Tax Exempt Financing to be issued in the future.

D. The City intends to initially pay certain costs of the Project with Advanced Funds before the issuance of the Tax Exempt Financing and then reimburse such Advanced Funds with the proceeds of such 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 or a portion of the expenditures described herein paid initially with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the meaning of Section 1.150-2(e) of the Treasury Regulations promulgated in connection with the Internal Revenue Code of 1986, as amended.

SECTION 4. MAXIMUM AMOUNT OF REIMBURSEMENT DEBT. The maximum principal amount of the Tax Exempt Financing reasonably expected to be issued to finance the Project and reimburse the City for the Advanced Funds is \$30,000,000.

SECTION 5. FURTHER ACTION. The officers, agents 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 and the reimbursement of the Advanced Funds 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 September, 2024.

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C11) Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA).

SUMMARY: The current International Union of Police Associations (IUPA) Collective Bargaining Agreement (CBA) is a three-year agreement that expires on 09/30/2026. In April 2024, staff opened negotiations on Article 29 - "Retirement". The City and IUPA agreed to re-open five other articles as part of the Fiscal Year 2025 negotiations.

On September 6, 2024, the City received notification that IUPA members voted in favor of the negotiated Memorandum of Understanding (MOU) to the Collective Bargaining Agreement (CBA) that was tentatively agreed to by the City's bargaining team. In addition, a CBA was ratified by IUPA on September 9, 2024. Both bargaining units had to ratify their respective agreements because both IUPA and PBALT members share a pension benefit.

Below is a summary of changes to the articles:

Article 5 - Strikes and Lockouts

This article is being stricken in its entirety as the required language is covered by Florida Statutes and no longer needs to be addressed at the local level.

Article 15 - Hours of Work and Overtime

1. Clarified language regarding hours worked during the spring and fall time changes.
2. Clarified language on how an employee is to be paid during pay periods that have a holiday for time worked by the employee when held over by direction or policy at the request of the Chief or the Chief's designee.
3. Added language to remove the requirement to follow the call-out rotational list for certain overtime details for employees.

Article 19 - Other Leave

1. Removed language that is covered by Federal law as it relates to Family Medical Leave (FMLA) and Military Leave.

2. Clarified the Bereavement Leave section so that it is consistent with General Administrative Policy and the other CBAs.

Article 28 - Wages

1. This agreement included a five percent increase in wages for year two of the agreement. As part of these negotiations, IUPA requested to decrease their previously negotiated raise of five percent and lower it to three percent in order to receive an increased retirement benefit.

Article 29 - Retirement

1. Added language to amend and provide a 3.0% deferred COLA to both Tier 1 and Tier 2 members who complete twenty or more years of service.
2. Added language to amend the Supplemental Benefit (medical stipend) eligibility for Tier 1 members from 25 to 20 years.
3. Added language to exclude the Supplemental Benefit from the \$95,000 annual capped benefit for Tier 1 members only.
4. This follows the Council approved ordinance change for normal retirement from 25 to 20 years.

If the MOU is approved by Council, staff will bring the required ordinance change at a later date after the actuary for the plan has provided an updated impact statement.

PRESENTER: John McKinney

ATTACHMENTS:

1.	MOU - IUPA FY25 091724	MOU - IUPA FY25 091724.pdf
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John McKinney	Created/Initiated - 8/30/2024
John McKinney	Approved - 9/10/2024
Matthew Jones	Approved - 9/12/2024
Wayne Clark	Approved - 9/12/2024
Tracee Cody	Final Approval - 9/12/2024

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
INTERNATIONAL UNION OF POLICE ASSOCIATIONS
PERC CERTIFICATION #1983

This Memorandum of Understanding ("MOU") is entered into between International Union of Police Associations Local 6051 - PERC Certification #1983 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2023-2026 collective bargaining agreement ("Agreement"). Upon execution by the parties, this MOU shall amend the Agreement as delineated below.

1. For purposes of this MOU, words with bold (**bold**) and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.
2. By executing this MOU, it is understood and agreed by the parties that Article 5, 15, 19, 28 and 29 of the Agreement are hereby amended to read as follows:
3. Article 5 of the Agreement Strikes and Lockouts is hereby stricken and reserved as follows:

ARTICLE 5
RESERVED
~~STRIKES AND LOCKOUTS~~

~~5.1—The Association and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow down, strike, intentional disruption of City operations, or to withhold services for any reason. Each employee who holds a position in the Association occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.~~

~~5.2—The Association, its officers, agents, and other representatives agree that it is their continuing obligation and responsibility to promote compliance with this Article and the law, including their responsibility to abide by the provision of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.~~

~~5.3—In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City; provided, however, that the decision to so discipline shall be governed by Florida law and not be subject to the grievance procedure of this Agreement.~~

~~5.4—The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.~~

~~5.5—For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any action committed by any of its officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance or policy, or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notice, to suspend this Collective Bargaining Agreement~~

~~and withdraw recognition from the Association.~~

~~5.6 The City agrees that there will be no lockouts for the duration of the Agreement.~~

4. Article 15 of the Agreement related to Hours of Work and Overtime is hereby amended, in part, to read as follows:

**ARTICLE 15
HOURS OF WORK AND OVERTIME**

- 15.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- 15.2
- a. The basic work period for bargaining unit employees in the Administration, Detective, Traffic and Patrol Division will consist of 84 hours during a fourteen (14) day period. Hours worked in an amount less than or equal to eighty-four (84) in a fourteen (14) day work period in the Administration, Detective, Traffic and Patrol Division which are assigned by the City, shall be compensated at the regular hours rate of pay. Hours worked in excess of eighty-four (84) in a fourteen (14) day work period, which are assigned by the City, shall be compensated at the rate of one and one-half (1 ½) the employee's regular rate of pay. The City shall have the right to reduce the numbers of hours of work should it become financially necessary, or pursuant to disciplinary action or light duty assignment.
 - b. Officers in the Patrol Division will work twelve (12) hour shifts. Management has the right to schedule early and late cars at times different from the above. Officers of the Patrol Division assigned to inside desk duty will work an eighty-four (84) hour bi-weekly work week with their schedule being dictated by the Department Head or his designee.
 - c. The hours of work for employees in the Traffic Unit will be flexible taking into consideration peak traffic periods, special events, weather, hours of light and darkness.
 - d. Hours of work in the Detectives division will be flexible and based upon workload and assignments.
 - e. Employees scheduled to work during the day on which the time change in November the Fall shall receive one (1) hour of overtime pay. Employees scheduled to work during the March time change in the Spring shall make up the one (1) hour of time during the same pay period in which ~~that the~~ the time change occurs.
- 15.3 Should an employee voluntarily switch shifts with another employee for the employee's convenience, the shift exchange will only be permitted when the shifts are exchanged between two employees scheduled on the same shift rotations in that pay period as to preclude any overtime compensation as a result of the shift exchange. All such shift exchanges must be approved by the immediate shift supervisor prior to the shift exchange and prior to the pay period that the shift exchange has been requested.
- 15.4 Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Such extra compensation shall be creditable toward overtime payable under the Fair Labor Standards Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement. ~~During pay periods in which a holiday occurs,~~

IUPA MOU 2024

~~employees who are not shift employees and who are not required to work on the holiday (Detectives and Administration) shall be paid for hours worked in excess of their normally scheduled hours, at a rate of one and one-half (1 ½) their normal rate of pay.~~

15.5 In a pay period that includes a recognized paid holiday, shift employees shall be entitled to be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate for the following:

1. Time worked by the Employee when held over by direction or policy at the request of the Chief or the Chief's designee.
2. Time worked by an Employee that volunteers for "Overtime," as requested and approved by the Chief or the Chief's designee, to meet the minimal staffing needs during the holiday pay period.

There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

15.65 An employee who is outside their normal scheduled work shift and who is "called-in" for overtime work shall receive a minimum payment of three (3) hours at one and one-half (1½) the employee's regular rate of pay or the actual hours worked at one and one-half (1½), whichever is greater. Provided that this Section shall not include scheduled overtime and shall not apply if hours worked as a result of a call in extend into the start of the employee's regular work period.

15.76 Upon proof of attending court pursuant to subpoena, state attorney investigation (SAI), deposition or other court order involving a job-related case, not as a plaintiff in litigation against the City, an off-duty employee will receive pay equal to one and one-half (1½) the employee's regular straight time hourly rate of pay for the hours he attends court, SAI, or deposition. Provided, that such employee shall receive a minimum of three (3) hours pay at the rate of one and one-half (1½) times the employee's regular straight time hourly rate for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of off-duty court appearance. The employee will sign over all subpoena and witness fees, excluding travel fees, unless City transportation is furnished, in which case such travel fee will be signed over.

15.87 No employee shall authorize scheduled overtime for himself but shall be entitled to work overtime as assigned or authorized by his supervisor. It is understood that the City has the right to schedule overtime work as needed, and in a manner most advantageous to the City.

15.98 Overtime hours shall be distributed as nearly equal as possible among employees as long as such sharing will not delay or increase the cost of the City's operations. ~~To ensure fairness in the distribution of mandated overtime a call-out wheel maintained by the shift Lieutenant.~~To ensure fairness in the distribution of mandated overtime, a call-out wheel will be utilized and maintained by the Shift Lieutenant."

~~There are some specialized overtime details, such as the Christmas parade and the Fourth of July celebration etc., which cannot be run smoothly if put on a rotation detail list. Such special events require a police motorcycle for traffic control. Such events will be exempted from the rotation detail list.~~

15.10 There are some overtime details (as listed below), which cannot run smoothly when on a rotational detail list using the call-out wheel to distribute mandatory overtime. Thus, such events will not be assigned using the call-out wheel. Employees working an overtime detail (as listed below) -will be paid at the rate of one and one-half (1 ½) times the employee's regular straight

IUPA MOU 2024

time hourly rate for time worked. Approval to work the detail must be given by the Chief or the Chief's designee.

The overtime detail events referenced in the above paragraph are the following:

1. Spring Brew & Food Festival
2. July 4 Celebration
3. Port Orange Family Days
4. Annual Christmas Parade

There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

15.911 All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.1012 Except for Detectives, employees covered by this Agreement shall be given forty-eight (48) hours' notice of any change in their regular hours of work, unless an emergency necessitates a quicker change. Whenever possible, Detectives will be given a forty-eight (48) hour notice of any change in their shift. If an employee is not notified prior to forty-eight (48) hours of a shift change, he shall receive one and one-half (1½) times the straight time hourly rate for the first eight (8) hours of the new shift.

15.1113 Except for Detectives, Detective Sergeants, THI, and Meth Team members there will be no telephone standby ("on call"). Employees issued pagers and/or cell phones shall be required to have those devices with them whenever possible. Detectives, Detective Sergeants, or Meth Team members will receive three (3) hours overtime pay per week when assigned as the "on call" Detective, Detective Sergeants, THI, or Meth Team member. These employees will not be placed informally on a restrictive telephone standby.

When an employee is formally designated to an "on call" status for at least a half a week, that employee will receive three (3) hours overtime pay for that week. "On Call" is defined as: Formal notification by a supervisor that while off duty, the employee is designated as "on call" for a specific period and is expected to be able to respond ready and fit for duty as expeditiously as possible.

15.1214 There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

~~15.13 The maximum number of overtime hours that can be used to calculate average final compensation for pension purposes shall be no more than three hundred (300) hours per calendar year.~~

15.1415 **Voluntary Special Event Work:** Voluntary, special event work performed for a second-party employer, other than work performed for City-sponsored events, shall be paid by the second-party employer to the City and the City shall, in turn, pay these second-party wages to the Officer or Sergeant as a separate line-item on the employee's pay stub, after deducting a fifteen percent (15%) administrative per-hour fee thereof for use of City property while performing the special event work. The hourly rate charged to the second party will be determined as per City ordinance. These second-party wages will not be considered as wages paid by the City and will therefore be excluded for purposes of calculating overtime and shall not be factored into the

average final compensation for pension purposes. No pension contributions or insurance payments will be withheld from payments made for work performed for a second party employer.

Officers engaged in extra-duty employment (Special Detail) are authorized to wear and use department issued uniforms and equipment. Employees shall observe their normal standards of conduct during such special event work.

Voluntary Special Event Work will be administered in accordance with Police Department Directive 22.5 related to Off Duty and Extra-Duty Employment.

5. Article 19 of the Agreement related to Other Leave is hereby amended, in part, to read as follows:

ARTICLE 19 OTHER LEAVE

~~19.1 **FMLA:** The City of Port Orange will grant leave to eligible employees, in accordance with Policy, as amended from time to time, is set forth in the City's Administrative Policies Manual as Policy 1-22.~~

~~19.2 **Military Leave:** Bargaining unit members will be allowed military leave in accordance with Policy, as amended from time to time, is set forth in the City's Civil Service Rules and Regulations, Chapter 3, Attendance and Leave, 3.07, Military Leave.~~

~~19.13 **Bereavement Leave:** An employee may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the family. Such time off shall ordinarily not exceed four (4) calendar days i.e., 48 hours for extended shift employees per event, for a maximum 96 hours annually for extended shift employees and shall not be charged as annual leave or sick leave.~~

~~Requests for time off shall be submitted in writing to the employee's supervisor when possible. Management may require the employee to verify the employee's relationship to the deceased and to provide proof of death. In the event of the need for additional time for a death, an employee may use accrued sick or vacation leave.~~

All employees may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall ordinarily not exceed four (4) calendar days (i.e., 48 hours for extended shift employees or four (4) work days for employees working a forty hour work week) per event, for a maximum 96 hours annually for extended shift employees, or eight (8) work days for employees working a forty hour work week, and shall not be charged as annual leave or sick leave. Requests for time off shall be submitted in writing to the employee's supervisor when possible. In extraordinary circumstances, where the employee has exhausted the maximum bereavement leave provided for in this part, the Department Head may, in his discretion, grant an employee additional leave time. The decision of the Department Head to grant or not grant the employee additional leave time beyond the maximum hours provided for in this part shall not be subject to grievance and arbitration proceedings.

As used in this, the term "immediate family" shall mean father, mother, spouse, child, step-child, legally placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren. The maximum amount of bereavement leave that may be used by any employee in any fiscal year shall be ninety-six (96) hours of paid bereavement leave.

Management may require the employee to verify the employee's relationship to the deceased and to provide proof of death.

If additional leave time is needed beyond that which the City provides for bereavement leave or for non-immediate family, the employee may use accrued sick or vacation leave.

- 19.42 **Compensatory Time:** In accordance with the Fair Labor Standards Act (FLSA), compensatory time may be granted in lieu of overtime to non-exempt Employees. Compensatory time shall be credited to the employee at one- and one-half hours (1 ½) hours of compensatory time for each overtime hour worked. No employee may accrue more than 50 hours of compensatory time. A non-exempt employee who has accrued compensatory time shall be encouraged to use accrued compensatory time before using any vacation or personal leave. An employee may generally request to utilize this leave under the same terms identified for scheduled leave in Article 17, Annual Leave. However, this time will be approved unless it will unduly disrupt operations as determined by their supervisor. The City will pay an employee all accrued compensatory time the second pay period of each September in order to reduce or eliminate accrued compensatory time at the employee's current rate of pay. When a non-exempt employee separates employment from the City for any reason, all unused compensatory time shall be paid to such employee at the employee's final regular rate of pay. Compensatory time will not be counted as hours worked for calculating overtime.
- 19.53 Longevity increases, if any, merit increases, if any, and any other increases, if any, for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of leave of absence without pay. An employee shall return from leave of absence to the same step of his salary grade as at the time of commencement of leave of absence, except as required by law.
- 19.64 If permitted by the Retirement Plan, an employee may maintain their retirement credit during the period of an unpaid leave of absence under this Article by paying both his/her and the City's share of the Retirement Plan contributions.
- 19.75 Holidays, paid leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay. Employees shall be responsible for insurance premiums for single and dependent coverage during an unpaid leave of absence, except as required by law.
- 19.86 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined in writing by the Department Head and the City Manager. Requests for such educational leave must be approved in writing in advance by the City Manager. The decision to grant (or not to grant) such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager and shall not be subject to the grievance and arbitration procedures of this Agreement.
- 19.87 An employee granted education leave with full pay shall be entitled to receive all City benefits in the manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partial compensated or uncompensated educational leave shall be determined by the City Manager. Such determination shall not be subject to the grievance and arbitration procedures of this Agreement.

6. Article 28 of the Agreement Wages is hereby amended, in part, to read as follows:

**ARTICLE 28
WAGES**

- 28.1 Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2023, whichever is later, for fiscal year 2024 employees will be slotted into the following pay schedule:

<u>Officers</u>		<u>Sergeants</u>	
YOS	Rate / Hr.	TIG	Rate / Hr.
Prob.	\$ 24.75	Prob.	\$ 31.25
1	\$ 25.88	1	\$ 33.17
2	\$ 26.24	2	\$ 33.64
3	\$ 26.62	3	\$ 34.11
4	\$ 26.99	4	\$ 34.58
5	\$ 27.38	5	\$ 35.07
6	\$ 27.76	6	\$ 35.56
7	\$ 28.16	7	\$ 36.06
8	\$ 28.56	8	\$ 36.56
9	\$ 28.96	9	\$ 37.07
10	\$ 29.37	10	\$ 37.59
11	\$ 29.79		
12	\$ 30.21		
13	\$ 30.64		
14	\$ 31.07		
15	\$ 31.51		
16	\$ 31.96		
17	\$ 32.41		
18	\$ 32.87		
19	\$ 33.34		
20	\$ 33.81		

- A. Employees will have their hourly rate adjusted effective upon the first full pay period following ratification of the agreement by both parties, according to the above pay schedule. The Officer rate is based on Years of Service (YOS). The Sergeant Rate is based on Time in Grade (TIG).
- B. Any employee whose current rate of pay is at a level higher than the corresponding rate of pay for the equivalent YOS/TIG will not be eligible to receive any adjustment to their pay.
- 28.2 Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2024, whichever is later, for fiscal year 2025 employees will be slotted into the following pay schedule

~~For Fiscal 2025, expiring 09/30/2025, all shift employees Officers and Sergeants will be slotted into the following pay schedule effective the first full paycheck after October 1 and every year thereafter:~~

IUPA MOU 2024

<u>Officer</u>		<u>Sergeants</u>	
<u>YOS</u>	<u>Rate / Hr.</u>	<u>TIG</u>	<u>Rate / Hr.</u>
<u>Prob.</u>	<u>\$ 25.00</u>	<u>Prob.</u>	<u>\$ 32.25</u>
<u>1</u>	<u>\$ 25.99</u>	<u>1</u>	<u>\$ 34.32</u>
<u>2</u>	<u>\$ 27.17</u>	<u>2</u>	<u>\$ 34.83</u>
<u>3</u>	<u>\$ 27.55</u>	<u>3</u>	<u>\$ 35.32</u>
<u>4</u>	<u>\$ 27.95</u>	<u>4</u>	<u>\$ 35.82</u>
<u>5</u>	<u>\$ 28.34</u>	<u>5</u>	<u>\$ 36.31</u>
<u>6</u>	<u>\$ 28.75</u>	<u>6</u>	<u>\$ 36.82</u>
<u>7</u>	<u>\$ 29.15</u>	<u>7</u>	<u>\$ 37.34</u>
<u>8</u>	<u>\$ 29.57</u>	<u>8</u>	<u>\$ 37.86</u>
<u>9</u>	<u>\$ 29.99</u>	<u>9</u>	<u>\$ 38.39</u>
<u>10</u>	<u>\$ 30.41</u>	<u>10</u>	<u>\$ 38.92</u>
<u>11</u>	<u>\$ 30.84</u>		
<u>12</u>	<u>\$ 31.28</u>		
<u>13</u>	<u>\$ 31.72</u>		
<u>14</u>	<u>\$ 32.17</u>		
<u>15</u>	<u>\$ 32.62</u>		
<u>16</u>	<u>\$ 33.09</u>		
<u>17</u>	<u>\$ 33.56</u>		
<u>18</u>	<u>\$ 34.03</u>		
<u>19</u>	<u>\$ 34.51</u>		
<u>20</u>	<u>\$ 35.01</u>		

<u>Officer</u>		<u>Sergeants</u>	
<u>YOS</u>	<u>Rate / Hr.</u>	<u>TIG</u>	<u>Rate / Hr.</u>
<u>Prob.</u>	<u>\$ 25.00</u>	<u>Prob.</u>	<u>\$ 32.00</u>
<u>1</u>	<u>\$ 25.49</u>	<u>1</u>	<u>\$ 33.17</u>
<u>2</u>	<u>\$ 26.66</u>	<u>2</u>	<u>\$ 34.17</u>
<u>3</u>	<u>\$ 27.03</u>	<u>3</u>	<u>\$ 34.65</u>
<u>4</u>	<u>\$ 27.42</u>	<u>4</u>	<u>\$ 35.13</u>
<u>5</u>	<u>\$ 27.80</u>	<u>5</u>	<u>\$ 35.62</u>
<u>6</u>	<u>\$ 28.20</u>	<u>6</u>	<u>\$ 36.12</u>
<u>7</u>	<u>\$ 28.59</u>	<u>7</u>	<u>\$ 36.63</u>
<u>8</u>	<u>\$ 29.00</u>	<u>8</u>	<u>\$ 37.14</u>
<u>9</u>	<u>\$ 29.42</u>	<u>9</u>	<u>\$ 37.66</u>
<u>10</u>	<u>\$ 29.83</u>	<u>10</u>	<u>\$ 38.18</u>
<u>11</u>	<u>\$ 30.25</u>		
<u>12</u>	<u>\$ 30.68</u>		
<u>13</u>	<u>\$ 31.12</u>		
<u>14</u>	<u>\$ 31.56</u>		
<u>15</u>	<u>\$ 32.00</u>		
<u>16</u>	<u>\$ 32.46</u>		
<u>17</u>	<u>\$ 32.92</u>		
<u>18</u>	<u>\$ 33.38</u>		

IUPA MOU 2024

<u>19</u>	<u>\$ 33.86</u>
<u>20</u>	<u>\$ 34.34</u>

- A. Employees will have their hourly rate adjusted according to the above pay schedule. The Officer rate is based on Years of Service (YOS). The Sergeant Rate is based on Time in Grade (TIG).
- B. Any employee whose current rate of pay is at a level higher than the corresponding rate of pay for the equivalent YOS/TIG will not be eligible to receive any adjustment to their pay.
- C. Employees that are currently in the DROP as of the ratification date, shall receive five percent increase in their wages (on the date referenced in 28.2) instead of the pay schedule in 28.2.

28.3 New hires will generally start at the minimum rate of pay established for the classification. However, if a new hire has comparable Police experience with another agency, the Police Chief may elect to bring a new hire in at a higher rate of pay commensurate with their years of experience. Any requests above YOS-5 will require concurrence by the City Manager. The city may also provide a recruitment signing bonus of up to \$5,000 for each recruit who is a sworn law enforcement officer moving from another law enforcement agency with a minimum of three years of police experience. This signing bonus is exclusive of any recruitment signing bonus amount or other incentives provided by the State of Florida.

28.4 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed under intensive management guidelines, and re-evaluated in ninety (90) days. If the employee has still not raised his/her performance level to satisfactory at the conclusion of this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee.

28.5 An officer promoted to Sergeant shall move to the corresponding pay schedule for the sergeant position (rank) with a minimum of five percent (5%) or the next highest time in grade (TIG) pay schedule detailed in 28.1.

28.6 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes or in accordance with this contract.

Specialty pay will be provided to all employees who are assigned as members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

<u>Specialty Assignment</u>	<u>Amount of Pay</u>
Canine Officer	\$75.00/pay period
Crime Suppression Team	\$75.00/pay period
Crisis Negotiation Team	\$75.00/pay period
Detective Assignment	\$110.00/pay period
Drug Recognition Expert	\$75.00/pay period
Emergency Response Team	\$75.00/pay period
Field Training Officer	\$75.00/pay period
Meth Team	\$75.00/pay period

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Motorcycle Officer	\$75.00/pay period
Range Master	\$75.00/pay period
Traffic Homicide Investigator	\$75.00/pay period

28.7 Effective upon expiration of this Agreement on September 30, 2026 there shall be no wage increases until a successor Agreement is ratified.

7. Article 29 of the Agreement related to Retirement is hereby amended, in part, to read as follows:

**ARTICLE 29
RETIREMENT**

29.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 185, Florida Statutes. The Police Pension Fund Ordinance of the City is set forth in the Port Orange City Code. Pensions and other retirement benefits for Bargaining Unit employees not specifically set forth in this Labor Agreement are as set forth in the Police Pension Fund Ordinance.

The City of Port Orange agrees to maintain a retirement plan for Police Officers as required by City Ordinance.

The City agrees to maintain the benefits and member contributions set forth in the Police Pension Fund Ordinance.

There will be no change in the accrued benefits of Plan members.

Should an issue arise with the State Division of Retirement regarding any provisions in this Article, both parties agree to return to the table to negotiate the issues to resolve the issues in order to gain approval of Plan changes.

29.2 The parties agree to amend the Police Pension Fund Ordinance as follows:

(a) In year one of this Agreement (October 1, 2024 – September 30, 2025), the City will bring forward an ordinance amending the Police Pension Fund in the City's Code of Ordinances to provide the following changes for Tier 1 members:

(1) Tier 1 members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible for the supplemental benefit (commonly referred to as the "health subsidy") upon completing 20 years of credited service.

(2) For Tier 1 members who are employed and not participating in the DROP on the effective date of the ordinance, the supplemental benefit (commonly referred to as the "health subsidy") received by the member shall not count towards the maximum total benefit amount set forth in Sec. 54-130 of the Police Pension Fund.

(b) In year one of this Agreement (October 1, 2024 – September 30, 2025), the City will bring forward an ordinance amending the Police Pension Fund in the City's Code of Ordinances to provide the following changes:

(1) Tier 1 and Tier 2 members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible for a 3.0% COLA, deferred to age 59, upon attaining 20 years of credited service.

IUPA MOU 2024

Notwithstanding the foregoing, the proposed changes set forth in this subsection shall be subject to the ratification of those changes by the Coastal Florida Police Benevolent Association Lieutenants (PERC CERT 5561).

~~The parties agree to amend the Police Pension Fund Ordinance, effective the first of the month following the adoption of the Ordinance as follows:~~

~~(a) In year one of this Agreement (October 1, 2023 — September 30, 2024), the City will bring forward an ordinance amending the Police Pension Fund in the City's Code of Ordinances to provide the following changes for all members who are employed and not participating in the DROP on the effective date of the ordinance:~~

~~(1) Average final compensation shall mean one twelfth of the average annual compensation of the three highest years of service.~~

~~(2) The normal retirement age shall be the date a member attains age 48 with 10 years of service, or the date a member completes 20 years of service regardless of age.~~

~~(3) DROP eligibility at the Normal Retirement Date.~~

29.3

Mutual Consent Agreement:

In accordance with section 185.35(6), F.S., a defined contribution plan component ("share plan") shall be established as part of the defined benefit pension plan, to be funded exclusively with Ch. 185 premium tax revenues. However, the City and the Union have mutually agreed that no Ch. 185 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 185 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

- A. All annual premium tax revenues received pursuant to Ch. 185 will continue to offset the City's pension contributions.
- B. All accumulated excess premium tax revenues as of 10/01/2016 will be used to offset the City's pension contributions.

The above amended terms and conditions are the entire understanding of the MOU between the parties. Except as provided above, no other changes are being made to the Agreement and all other provisions thereof remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, approval by City Council, and execution by both parties.

[Signature Pages to Follow]

IUPA MOU 2024

INTERNATIONAL UNION OF POLICE ASSOCIATIONS PERC CERTIFICATION #1983, IUPA, FLA:

 MIA #1 4318

Date: 9/11/24

IUPA President, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Date: _____

Don Burnette, Mayor

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C12) Approval of Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs) for FY 25 and 26

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Collective Bargaining Agreement negotiated between the City and Coastal Florida Police Benevolent Associations (PBA) Lieutenants.

SUMMARY: On May 29, 2008, the Coastal Florida Police Benevolent Association (PBA) was certified by PERC as the exclusive collective bargaining representative for Police Lieutenants (LTs) within the City. The current City and PBA Lts contract expires on September 30, 2024.

On September 9, 2024, the City received notification that PBA Lts members voted in favor of the Collective Bargaining Agreement (CBA) that was tentatively agreed to by the City's bargaining team. In addition, a CBA was ratified by the International Union of Police Associations (IUPA) on September 6, 2024. Both bargaining units had to ratify their respective agreements because both IUPA and PBA Lts members share a pension benefit.

The new PBA Lts CBA will be effective through September 30, 2026, and coincide with the IUPA CBA.

Below is a summary of changes to the CBA:

Article 2 - Management Rights

Clarified language that the city has the ability to establish, maintain, end, enforce, or rescind reasonable rules and regulations and standard operational procedures and provides for a thirty-day review by the bargaining unit.

Article 4 - Strikes and Lockouts

This article is being stricken in its entirety as the required language is covered by Florida Statutes and no longer needs to be addressed at the local level.

Article 6 - Personnel Records

This amends the language for when an employee is allowed to inspect personnel

records for normal business hours, so it reflects when administrative offices are open.

Article 7 - Probationary Employees

This amends the language for how seniority is determined from an employee's social security number to the employee's number.

Article 8 - Seniority

Clarifies language of the relevance of determining factors in the event of a lay-off or elimination of a rank/position within the department.

Article 9 - Bill of Rights

This amends the use of formal reprimand to written reprimand to follow the grievance procedures and the elimination of a duplicate word.

Article 10 - Bulletin Board

Strikes in its entirety the requirement to provide a bulletin board for the membership as communication is conducted electronically between the membership.

Article 12 - Disciplinary Action

Clarifies language for disciplinary actions resulting from suspension, demotion or termination and reference to the non-applicable Florida Statute.

Article 15 - Holidays

Clarifies how employees are paid that are required to work on a paid holiday.

Article 16 - Annual Leave

1. Removed unclear language in section 16.2.
2. Clarified the additional annual leave time of section 16.7 and added this time to the accrual banks based on length of service in section 16.3.

Article 17 - Hours of Work

Clarifies when a state of emergency is declared to be consistent with the General Administrative policy.

Article 19 - Sick Leave

1. Clarifies language regarding disciplinary actions to be up to and including dismissal.
2. Removes the sick leave bank as the city and union are not looking to create a sick leave bank at this time.

Article 20 - Association Representatives and Activities

Clarifies language to be more grammatically correct.

Article 22 - Uniforms and Equipment

Clarifies language to be more grammatically correct.

Article 23 - Bereavement Leave

Clarified the Bereavement Leave section so that it is consistent with General Administrative Policy and the other CBAs.

Article 24 - Wages

1. In the first full pay period following April 1, 2024, employees will see an increase in wages to \$108,137. This increase will cover both years of this agreement.

Article 25 - Retirement Plan

1. Added language to amend and provide a 3.0% deferred COLA to both Tier 1 and Tier 2 members who complete twenty or more years of service.
2. Added language to amend the Supplemental Benefit (medical stipend) eligibility for Tier 1 members from 25 to 20 years.
3. Added language to exclude the Supplemental Benefit from the \$95,000 annual capped benefit for Tier 1 members only.
4. This follows the Council approved ordinance change for normal retirement from 25 to 20 years.

Article 35 - Duration

1. Added language that this is a two-year contract through September 30, 2026, and that there are no articles subject to negotiation throughout the remainder of this contract.

PRESENTER: John McKinney

ATTACHMENTS:

1.	PBA Agreement 2024-2026	PBA Agreement 2024-2026.pdf
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John McKinney	Created/Initiated - 8/30/2024
John McKinney	Approved - 9/10/2024
Matthew Jones	Approved - 9/12/2024
Wayne Clark	Approved - 9/12/2024
Tracee Cody	Final Approval - 9/12/2024

AGREEMENT

between

CITY OF PORT ORANGE, FLORIDA

and

**COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS**

PERC CERT. # 5561

October 1, 2024, through September 30, 2026

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orange, hereinafter referred to as the "City", and the Coastal Florida Police Benevolent Association (PBA), hereinafter referred to as the "Association".

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

Whenever the phrase "in writing" is used in this Agreement, it shall be construed to include regular mail, facsimile, and electronic mail (email) as an acceptable form of written communication unless specifically stated otherwise in a particular Article.

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Association and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Association understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Association recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE 1

ASSOCIATION RECOGNITION

- 1.1 The City recognizes the Association as the exclusive collective bargaining representative for those employees in the following bargaining unit, as defined in PERC Certification # 5561, dated May 29, 2008.

Included: All sworn Police Lieutenants in the Port Orange Police Department.

Excluded: Police Officers, Sergeants, Captains, Chief, clerical employees, Service Officers and all other employees.

Any Amendment to the unit certified by Public Employees Relations Committee will be entitled to the terms and benefits of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The Association recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations.
- 2.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Unless specifically addressed in this Agreement nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, rearrange, or change, extend, limit or curtail its operations or any part thereof.
- 2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important unilateral rights retained by management, the City shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement or the law:
- (a) To determine the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn:
 - (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed:
 - (c) To hire, rehire, promote, lay-off and recall employees:
 - (d) To reward or reprimand, discharge or otherwise discipline an employee for just cause.
 - (e) To evaluate, maintain, and/or improve the efficiency of employees;
 - (f) To create or abolish job classifications and the minimum qualifications for job classifications, and to determine the amount and type of work;

- (g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, unless contrary to a specific provision of this Agreement;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operation or any part thereto to new facilities;
- (i) Should management have a reasonable basis to believe the employee is not physically capable of performing his job they may require an employee to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted;
- (k) To introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the employer;
- (l) To determine the work to be performed during the employees' regular work day and require that all work be performed in a satisfactory and professional manner; and
- (m) To assign overtime work in accordance with the provisions of this Agreement.
- (n) Establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures, it being understood that such rules and regulations and standard operational procedures shall not conflict with the provisions of this Agreement. If the proposed additions, deletions or changes affect the terms and conditions of employment of bargaining unit employees that are mandatory subjects of bargaining, the Association shall have the right to request bargaining over those proposed additions, deletions or changes. This request must be made in writing to the Department Head and submitted to him/her within thirty (30) days of the change being published. If no request for bargaining is made by the Union during this thirty (30) day period, or the proposed additions, deletions or changes do not affect terms and conditions of employment of bargaining unit members or is not a mandatory subject of bargaining, the modifications shall become effective on the date specified when published.

2.4 The City reserves and retains in full and completely any and all

City  PBA 
TA'd on September 6, 2024

management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement or the law, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions.

- 2.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 2.6 The City, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.
- 2.7 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except for the economic provisions.
- 2.8 However, the exercise of the above rights shall not preclude employees or their representative from raising grievances or seeking other relief, should decisions on the above matters have the consequence of violating the terms and conditions of this Agreement or the law. The City of Port Orange acknowledges that the language in this agreement is not a waiver of any of the Association's rights under federal and Florida statutes nor is it a waiver of any employee or group of employees' rights under federal or Florida statutes.

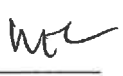
ARTICLE 3

EMPLOYEE RIGHTS

- 3.1 The parties hereto agree not to interfere with the right of any employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.
- 3.2 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in that Section available under this Agreement, without representation by the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the Association, provided that the immediate supervisor or other Departmental Official agreed to discuss and/or attempt to resolve the matter.
- 3.3 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Association shall be given the right to be present at any meeting called for the resolution of such grievance.
- 3.4 The employees and the Association expressly reserve all rights, powers, and authority customarily exercised by an employee organization or employees in a collective bargaining unit, including all inherent and common law rights and functions. Nothing in this Agreement shall be construed to be a waiver of any of these rights of the Association or the employees.

ARTICLE 4

RESERVED

City  PBA 
TA'd on September 6, 2024

ARTICLE 5

DUES DEDUCTION

- 5.1 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay each pay period the amount owed to the Association by each employee for dues. No authorization shall be allowed for payment of any collections of fines, penalties or special assessments. The City shall remit monies collected to the Treasurer of the Association monthly. The City remittance will be deemed correct if the Association does not give written notice to the City within thirty (30) calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Association to notify the City Manager or his designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. The City shall provide for 52 weekly deductions or 26 biweekly deductions, to occur each pay day. The City shall include the name of the employee, the amount deducted and for what period the deduction is for on each remittance report.
- 5.2 The Association shall indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City for complying with any of the provisions of this Article. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Association and not the City.
- 5.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the City and the Association. Upon receipt of such notification, the City shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.
- 5.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. "Net earnings" shall mean net after required deduction of federal taxes, social security, pensions, credit union, and health and life insurance.
- 5.5 In the event the Association notifies the City of a change in dues by certified mail from the Association President or designee or delivers additional dues authorization to the City Human Resources Director, it is agreed and understood that the City shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure.

City 

PBA 

TA'd on September 6, 2024

ARTICLE 6

PERSONNEL RECORDS

- 6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file provided, however, that such inspection shall take place during normal business hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies, at his own expense, of any item contained in his official personnel file. The official personnel file is maintained in the City's Human Resources Office.
- 6.2 Employees shall have the right to file a written response to any letter of reprimand or other document which is placed in the employee's official personnel file, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

ARTICLE 7

PROBATIONARY EMPLOYEES

- 7.1 If a Lieutenant is hired from outside the Department, he or she shall be classified as probationary employees for the first three hundred and sixty-five (365) calendar days of continuous, uninterrupted employment during which time such employees may be laid-off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement. Shorter periods of employment shall not be cumulative but during such period, such new members shall be subject to other terms and conditions of this Agreement, except as limited in this Agreement. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the last four (4) digits of their social security numbers, the employee with the lowest number being considered the employee with the most seniority, subject to the provisions of Article 8.
- 7.2 All probationary employees as defined in Section 7.1 of this Article shall be entitled to the leave and holiday provisions of this Agreement.
- 7.3 The employee's starting date of employment for purposes of calculating his probationary status, longevity pay and seniority shall be adjusted if the employee takes leave without pay. For example, should an employee take five (5) days of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up five (5) days. Should the employee be in his probationary period at the time he takes leave without pay, the employee's probationary period shall be extended in proportion to the days he was on such leave.
- 7.4 The City shall have the unilateral management right to extend the probationary periods set forth in Section 7.1 for up to 180 days in lieu of discharging the employee. The decision to extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.

ARTICLE 8

SENIORITY

- 8.1 For the purpose of this Agreement, employees shall have three (3) types of seniority: Department Seniority, Time in Grade Seniority and City Seniority. Department Seniority is defined as the length of continuous, uninterrupted service in the Port Orange Police Department. Time in Grade Seniority is defined as the length of continuous, uninterrupted service as a Lieutenant in the Port Orange Police Department. City Seniority is defined as the length of continuous, uninterrupted service with the City, measured from the employee's initial or adjusted date of employment.
- 8.2 Continuous service shall be considered as having been interrupted when the employee:
- (a) Resigns;
 - (b) Is discharged;
 - (c) Takes an unauthorized leave of absence ; or
 - (d) Is absent due to a lay-off for more than twelve (12) months.
- 8.3 In the event of a lay-off or elimination of a rank/position within the Department the following factors as listed below, shall be considered by the City;
- (a) Time in Grade Seniority as defined in Section 8.1;
 - (b) Department Seniority as defined in Section 8.1;
 - (c) Ability to perform work in a satisfactory manner and prior conduct.
- 8.4 For the purpose of filling any employment opening in the City, the City shall give preference to previously laid off employees over new hires provided that the laid off employee meets the minimum qualifications for the position; provided that there are no other eligible laid-off employees from the Department with an opening; and provided they are otherwise eligible to be rehired by the City.
- 8.5 Under no circumstances shall any employee be entitled to accrual of seniority or any other employee benefit during the period of his lay-off.
- Should an employee be hired after having been on lay-off, the employee will retain his seniority.
- 8.6 For purposes of a recall, employees shall be returned to their former position in the inverse order of lay-off. No laid-off employee shall retain recall rights beyond one (1) year from date of lay-off.

- 8.7 In the event of a Reduction in Force or lay-off at the Lieutenant rank, Lieutenants will roll down to their previous rank of Sergeant. In the event of a reduction in rank from Lieutenant to Sergeant those personnel affected by such moves shall be given first consideration and preference if/when those positions reopen.

ARTICLE 9

BILL OF RIGHTS

- 9.1 The Parties agree to abide by the Law Enforcement Officer's and Correctional Officer's Bill of Rights, Section 112.532, Florida Statutes, as amended from time to time, which is incorporated herein by reference.
- 9.2 The findings of internal affairs investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.
- 9.3 Only complaints or incidents from citizens resulting in formal disciplinary action (formal reprimand, suspension, suspension, demotion, termination or other adverse action defined by policy), will be inserted in an officer's personnel record located in the Human Resources office.
- 9.4 The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

ARTICLE 10

RESERVED

ARTICLE 11

TRAINING AND TUITION REIMBURSEMENT

- 11.1 The City will make every reasonable effort to enable the employee to attend required in service training during the employee's normal working hours. When necessary to attend in-service training with schedules different from the normal work schedule, a Lieutenant's work schedule can be adjusted with forty-eight (48) hours' notice to the Lieutenant.
- 11.2 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques and/or any other job-related training, the City will make every reasonable effort to schedule the employee attending such training during his normal working hours. When necessary to attend training classes with schedules different from the normal work schedule, a Lieutenant's work schedule can be adjusted.
- 11.3 This Article shall not in any manner apply to any training required by the Florida Police Standards Board to re-obtain Police Lieutenant certifications for purposes of employment with reinstatement to the Department in the event that such certification shall have lapsed, expired, and/or terminated.
- 11.4 Subject to budgetary constraints and the availability of funds, the City agrees to reimburse the employee for tuition (excluding fees categorized as "other fees") up to two (2) approved classes per semester (fall, summer, spring). The employee will be reimbursed at the Daytona State College (DSC) rate. The City will reimburse the employee for tuition (excluding fees categorized as "other fees") for graduate course work at the rate of one half (1/2) the cost of tuition for graduate course work at the University of Central Florida (UCF) rate, regardless of where the courses are taken. Courses will be paid on a reimbursement basis with proof of payment and grade. The City will require each employee to remain in the service of the City for one (1) year after completion or termination of the most recent class paid for by the City or the employee will be required to reimburse the City for the costs of tuition unless the employee is terminated by the City. The obligation will begin on the day after the school semester is completed. The decision for approval or disapproval of courses is not subject to the grievance and arbitration provisions of this Agreement. The employee shall not be reimbursed by the City if the course is not passed with a grade of "C" or better or a passing grade on a pass/fail system or if grades are not received within three (3) months after the completion of the course.
- 11.5 The City of Port Orange will also provide reimbursement for internet and correspondence courses to the employee at the same reimbursement rates as stated in section 11.4 above. Employees who wish to complete internet-based courses, which are job related, but do not relate to a college degree,

will be monitored by Department Directors who may approve and pay for the courses. Employees shall not be allowed to work on internet-based college courses during normal work hours. If an employee wants to complete college courses using the internet, he or she may do so after normal working hours using City computers.

11.6 Employees must have completed twelve (12) months of service with the City to be eligible for taking courses as allowed under this article.

11.7 It is clearly understood that all tuition reimbursement is subject to budget constraints and availability of funds as approved by Council. The funds are for use City Wide and approval of funds will be based on a first come, first serve basis upon applying for reimbursement prior to the course beginning. All documentation must be complete when turned into the Human Resources department in order to be considered for tuition reimbursement. Notwithstanding the aforesaid, the Department Head may within his discretion, allocate from the various Police Department's operational funds to provide tuition reimbursement for employees.

ARTICLE 12

DISCIPLINARY ACTION

- 12.1 In the event an employee is discharged, suspended or demoted, the City agrees that he shall be provided with written notification of the action. The City agrees that no employee shall be disciplined except upon sustained findings.
- 12.2 Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons the notification described in Section 12.1 will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present his position pursuant to Civil Service Rules.
- 12.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation. Disciplinary actions resulting in suspension, demotion or termination are subject to the grievance procedure, Article 14.
- 12.4 Disciplinary action, except termination or emergency suspension as detailed in Department Directive section 26.4, shall not become effective until such time that an employee has exhausted the grievance process through Step 4, or until such time that the time period for initiating Step 1 of the grievance process has expired.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 **Family Medical Leave Act (FMLA):** The City of Port Orange will grant leave to eligible employees, in accordance with the Family and Medical Leave Act of 1993, as amended from time to time (FMLA), and in accordance with the City General Administrative Policy 1-22.
- 13.2 Holidays, sick leave, annual leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay, provided however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums. The employee shall be responsible for their portion of insurance premiums for single and dependent coverage during unpaid leave of absence.
- 13.3 Longevity increases, performance increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of unpaid FMLA leave of absence.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving employee discipline or the application, violation, or interpretation of this Agreement. However, grievances of disciplinary actions, other than suspension, demotion or termination, shall not proceed beyond Step 3 of the grievance process and shall not be subject to arbitration.

14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned.

14.3 All grievances shall begin at Step 1, except the following grievances shall begin at Step 3:

(1) A grievance that is general in nature, in that it applies to a number of employees, rather than a single employee, or

(2) A grievance that is directly between the Police Benevolent Association and the City, or

(3) A grievance involving formal disciplinary action (suspension, demotion, or termination).

The above referenced grievances shall be reduced to writing, as outlined in 14.4, Step 1, and filed within ten (10) work days of the occurrence of the event(s) or notification of discipline.

14.4 Grievances shall be presented in the following manner:

Step 1. The employee, employee representative, or the Association shall first present his/her grievance in writing to the employee's Captain within ten (10) workdays of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) work days period shall commence running immediately upon the employee's return from such compensated

leave. The Captain shall answer the grievance in writing within (10) work days of the presentation of the grievance. The answer shall be given to the employee, with a copy to the Association. All grievances must be reduced to writing and submitted on the then- current grievance form, which contains the following information:

- (a) The specific article and section of the Agreement alleged to have been violated by the City;
- (b) A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant or signature of the association representative and the date signed. In case of a group of employees filing a single grievance, all grieving parties will be identified, and the association representative shall sign and date on behalf of the unit.
- (d) Designation of the association representative (must be an elected officer, representative, or steward) if the grievant requests association representation.

Unless the grievance is presented in the manner set forth in this Section, it shall be deemed not to exist.

Step 2. Any grievance which cannot be satisfactorily settled with the Division Captain shall next be presented to the Department Head or their designee. The grievance as specified in writing in Step 1 shall be submitted within ten (10) work days after the receipt of the answer. The Department Head or Designee may meet with the employee and his/her representative within ten (10) work days after receipt of the grievance (or such longer period of time as is mutually agreed upon). The Department Head or Designee shall render their decision in writing and send it to the employee, with a copy to the Association, within ten (10) work days after the grievance meeting or receipt of grievance, if no meeting is held.

Step 3. Any grievance which is not resolved at Step 2, shall next be presented to the City Manager within ten (10) work days after the receipt of the Step 2 answer. The City Manager shall meet with the employee and/or his/her representative within ten (10) work days after receiving the grievance. The City Manager shall render his/her decision in writing within ten (10) work days after the grievance meeting and send it to the employee, with a copy to the Association.

Step 4 - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved in Step 4 the Association shall

request, in writing, that the grievance be submitted to arbitration within ten (10) workdays after the City Manager renders a written decision on the grievance.

The Arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial Arbitrator cannot be agreed upon within ten (10) work days after the date the grievance has been submitted for Arbitration, the Association shall request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) Arbitrators within twenty (20) work days after the grievance is submitted to arbitration. Within ten (10) workdays of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial Arbitrator.

The City and the party requesting arbitration shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and thereafter, the Arbitrator shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. No new issues or arguments may be raised for the first time at arbitration, and may not be considered by the arbitrator.

The Arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of the signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

Each party shall bear the expense of its own witnesses and of its own representatives for purpose of the arbitration hearing. The impartial Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

The Arbitrator's award shall be final and binding on the parties, except to

the extent provided by the Florida Arbitration Act.

- 14.5 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of the Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.
- 14.6 It is the mutual desire of the City and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. Failure of the grievant to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance. The term "work days" as used in this article includes Monday through Friday of each work week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays as set forth in this Agreement shall not be considered "work days" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance is received, shall not be counted.

ARTICLE 15

HOLIDAYS

15.1 It is recognized that the unit will recognize twelve (12) official holidays. The City will recognize the following as paid holidays for employees in this unit:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve
12. Christmas Day

In addition to the paid holidays above, employees shall be granted additional leave as follows:

Annual leave, in an amount of hours equal to the number of hours in the employee's regular work shift, shall be added to the employee's annual leave accruals for three (3) Floating Holidays and One (1) Birthday Holiday on the first pay period after the first of January for the employee to use as he or she wishes. These hours are to be scheduled in the same fashion as annual leave.

In order to qualify for the four (4) annual leave accruals for the Floating Holidays and Birthday Holiday, an employee must have been employed for the entire 12 consecutive previous months.

15.2 For members working a 12-hour shift work schedule, paid holidays will be observed on the actual day of the holiday even if that holiday falls on a weekend.

For members working a non-12-hour shift work schedule (whether part of a regular schedule, temporary light-duty, modified duty assignment or other reason), paid holidays will be observed on the day City Hall is closed in recognition of the holiday.

15.3 For members working a 12-hour shift work schedule, if a paid holidays is observed on a day the member is not scheduled to work, the member shall

receive 12 hours of holiday pay at the regular straight-time rate of pay.

For members working a non-12-hour shift work schedule (whether part of a regular schedule, temporary light-duty, modified duty assignment or other reason), if a paid holiday is observed on a day the member is not scheduled to work, the member shall receive the number of hours of holiday pay that he or she would normally work as part of his or her work schedule at the regular straight-time rate of pay..

- 15.4 An employee who is required to work on a paid holiday shall receive payment at his/her regular rate of pay for all hours that he/she works on the paid holiday. In addition, during the same fourteen (14) day pay period that includes the paid holiday the employee worked, the employee will be permitted to take time off equal to the number of hours worked during the paid holiday at his/her regular rate of pay.

ARTICLE 16

ANNUAL LEAVE

16.1 Annual leave is provided for the purpose of allowing employees time off from their work for vacation or for necessary time to attend to personal business. No employee shall be permitted to use annual leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.

16.2 The following sections 16.2, A – G apply to current employees hired before January 24, 2011.

A. General Terms of Accrual - Annual leave shall be accrued from the most recent day of employment under the conditions hereinafter stated, but no annual leave shall be granted until an employee has completed three (3) months of continuous service. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no annual leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours.

B. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011- 40 Hours - Full time employees working a forty (40) hour week shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	135
5 through 7 years	151
8 through 10 years	167
11 through 15 years	183
16 through 19 years	199
More than 20 years	215

C. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011, Working Extended Shifts - 84 Hours Bi-weekly - Full time employees working extended shifts (Eighty four [84] hours biweekly) shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less

than a full year, the total number of accrued hours of annual leave will be reduced proportionately:

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	139
5 through 7 years	157
8 through 10 years	173
11 through 15 years	190
16 through 19 years	207
More than 20 years	224

- D. Accrual for Current Part-Time Employees Hired Prior to January 24, 2011- Designated part-time employees who work at least twenty (20) hours, but less than forty (40) hours, or more per week shall receive annual leave credit at one-half (1/2) the rate of permanent full-time employees. Such employees may not use vacation credit until after three (3) months have passed from their date of continuous employment. Temporary, seasonal, or part-time employees working less than twenty (20) hours per week shall not accrue annual leave.
- E. Probationary Period - Should a new employee, as defined in Article 7.1, fail to successfully complete his probationary period or should such employee be discharged the employee shall forfeit all accrued annual leave.
- F. Maximum Accrual - Annual leave normally is to be taken in the anniversary year in which it is accrued. Unused annual leave may be accumulated to a maximum of three hundred twenty (320) hours. Leave balances as of September 1st in excess of 320 hours shall be sold back to the City, or at the employee's option, deferred into the employee's 457 Plan account, at a rate of one hour of leave for one hour of pay at the employee's regular rate of hourly pay in effect on September 15 of each year. This payment will be made by the last pay check in September of each year.
- G. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of seniority.

16.3 The following sections (16.3 A-G) apply to employees hired after January 24, 2011.

- A. Accrual for full time employees working a forty (40) hour week hired on or after January 24, 2011 shall accrue no more than ninety six (96) hours of Annual Leave each year.
- B. Accrual for full time employees working extended shifts – 84 hours bi-weekly hired on or after January 24, 2011 shall accrue no more than one hundred (100) hours of Annual Leave each year.
- C. Unused annual leave may be accumulated to a maximum accrual of three hundred and twenty (320) hours. Leave in excess of three hundred twenty (320) hours effective the last full pay period in September of each successive fiscal year shall be forfeited.
- D. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of seniority.

16.4 Termination, Resignation, Retirement or Death - An employee who is terminated for cause or who resigns without a two (2) week notice shall not be eligible for compensation for all accumulated unused annual leave. An employee who resigns with a two (2) week notice or retires under the provisions of the City's pension plan (or in event of death, his/her heirs) shall be compensated for all accumulated unused annual leave. Pay for such accumulated leave shall be based on the regular hourly rate of pay of the employee at the time of separation. The employee may also have the option of deferring his or her accumulated unused leave into a 457 Plan account, up to the maximum provided by law. In case of death, compensation shall be paid to the surviving spouse or the employee's estate.

16.5 Employees taking annual leave shall have their accounts charged for the actual number of scheduled hours absent because of leave.

ARTICLE 17

HOURS OF WORK

- 17.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- 17.2 The Department Head, with the approval of the City Manager, may establish the basic work schedules and hours of work best suited to meet the needs of the Department to provide proper services to the community and their customers.
- 17.3 In the event that a state of emergency is declared by the City of Port Orange, which necessitates any employee working more than their regularly scheduled hours, each employee shall, in addition to their regular pay, be paid compensation for each additional hour worked in excess of their regularly scheduled hours, in accordance with Policy 1-37, Overtime Payment During a Declared Emergency Operation. Additionally, in the event that Mutual Aid is awarded to another jurisdiction that has declared a state of emergency, the City Manager under his/her sole discretion may elect to operate under Policy 1-37.

ARTICLE 18

VEHICLE

- 18.1 Any employee may be authorized to use their private automobile in the performance of official city duties. If authorized, the employee may be eligible for compensation if the use is in accordance with Policy 1-16, Use of Personal and City Vehicles for City Business and/or Policy 1-17, Travel.
- 18.2 A written claim for compensation under this Article must be submitted to the Department Head by the employee within five (5) scheduled working days following the date the private automobile was used.
- 18.3 The current departmental policy concerning the use of take-home vehicles by law enforcement officers is hereby incorporated by reference into this agreement. The city shall provide insurance coverage as provided for by Florida Statutes. Furthermore, the city shall provide insurance coverage to insure both the city and the officer for any use of the vehicle that is permitted by the current city take home vehicle policy, including cases where an officer makes a distinct deviation for a nonessential personal errand, as provided for by Florida Statutes.

ARTICLE 19

SICK LEAVE

- 19.1 Sick leave benefits shall not be considered as a right to be used at an employee's discretion. Sick leave is an allowance granted by the City to provide employees with reasonable time off during periods of personal or family illness or injury and to attend medical appointments without loss of pay. This includes time off to recover from off-duty illness or injury that prevents an employee from being able to adequately perform their required job duties and functions. All employees desiring to utilize sick leave are required to notify their supervisor as early as possible, and at least one (1) hour in advance of their scheduled reporting time each day of their intended absence due to illness, injury or medical appointment. Extenuating circumstances to the above shall be given due consideration. Such notice shall be given each day of the absence and the employee shall notify the supervisor as soon as possible of the employee's intention to return to work. Abuse of sick leave privileges shall be considered cause for disciplinary action up to and including dismissal. The City may require a physician's certificate to authenticate an absence or to determine qualifications to resume work.
- 19.2 General Terms of Accrual - Sick leave shall be accrued from the most recent day of continuous employment under the conditions hereinafter stated. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no sick leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.
- A. Accrual for Full-Time Employees - Each full-time employee shall accrue sick leave at an equally prorated amount per pay period, to yield one hundred and eight tenths (100.8) hours per calendar year. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.
- B. Accumulation and Pay-Off of Sick Leave - Subject to the provisions of this Agreement employees may accumulate sick leave from year to year for use in future years as needed. Employees may exchange sick leave for pay, or at their option, deferral into a 457 Plan account up to the maximum amount provided by law, as provided herein. The maximum unused sick leave that may be exchanged for pay or deferral in any one year is one hundred ninety-two (192) hours,

provided each member maintains a balance of at least forty (40) hours of accumulated sick leave after the sick leave requested for pay or deferral is deducted from their accumulation, provided the requirements of Section 19.3 are met.

19.3 Accumulation of Sick Leave and Sick Leave Sell Back/Deferral

Subject to the provisions of this Agreement employees may accumulate sick leave from fiscal year to fiscal_year for use in future years as needed. All accrued sick leave balances as of September 1st each fiscal year which are in excess of seven hundred fifty (750) hours shall be paid off by the City at the employee's regular hourly rate for each hour of sick leave. At the employee's option, the employee may defer this payment into an 457 Plan account up to the maximum amount provided by law.

Sick Leave Exchange for Pay or Deferral

- a. For employees who have a minimum of ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay or deferral the following procedures shall apply to sick leave exchanges for pay:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two (192) hours of unused sick leave for pay or deferral into the employee's 457 Plan account each year. Each employee shall receive one hour of pay or deferral at his/her regular hourly rate as of September 15 of the year that the exchange is being made for each hour of unused sick leave being cashed in or deferred.

- b. For employees who have less than ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay, the following procedures shall apply to sick leave exchange:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two hours of unused sick leave for pay or deferral into the employee's 457 Plan account each year. Employees who have accumulated more than forty (40) hours of sick leave but less than one hundred (100) hours which they wish to exchange may exchange that leave for pay or deferral at the rate of three (3) hours of sick leave for one (1) hour of pay or deferral.

Employees who accumulate more than one hundred (100) hours of sick leave which they wish to exchange may exchange that leave for

pay or deferral at a rate of two (2) hours of sick leave for one (1) hour of pay or deferral. At all times a minimum of forty (40) hours of sick leave must be maintained in order for the employee to exchange sick leave for pay or deferral.

- 19.4 Subject to the provisions of this Agreement, an employee may cash in, or at his/her option, defer into an 457 Plan account, at his/her regular rate of pay effective on September 15, his/her accumulated sick leave hours by obtaining the appropriate form and submitting it upon completion to the Human Resources Department no later than September 1 of such fiscal year, subject to the restrictions indicated in Section 19.2.B. Failure to submit this form will result in an employee's accrued sick leave being "banked" for future use or pay-off as provided herein. Any sick leave taken after the filing of such form shall first be deducted from accrued sick leave "in the bank" and, secondly, from those days for which payment is sought but not yet paid.
- 19.5 All payments or deferrals for unused sick leave made under this Article shall be paid by check issued by the City on or about the last pay check received in September.
- 19.6 Participants utilizing sick leave shall be paid and their account charged for the actual number of scheduled hours absent.
- 19.7 Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one-half (1/2) hour.
- 19.8 Employees shall not be allowed to utilize sick leave in lieu of annual leave.
- 19.9 Retirement, Resignation or Death - An employee who resigns with two (2) weeks prior notice and has a minimum of ten (10) years of service with the City, or retires under the provisions of the City's pension plan (or in the event of death, his or her heirs) shall be entitled to a lump sum payment for all unused sick leave accrued at a rate of one hour of pay for one hour of leave. The employee may also have the option of deferring his or her payment of unused leave into a 457 Plan account, up to the maximum amount provided by law.
- 19.10 An employee who is fired, dismissed or who quits and/or separates from the City for any reason other than detailed in section 19.8 shall forfeit accrued sick leave.
- 19.11 Employees may sell a maximum of five (5) hours of sick time to donate to families of Officers in need within the central Florida area. This subsection shall be exempt from the minimum forty (40) hour bank rule.

ARTICLE 20

ASSOCIATION REPRESENTATIVES AND ACTIVITIES

- 20.1 The Association shall notify the City Human Resources Director in writing of the name of the individual who will be the official representative of the Association. It shall be the responsibility of the Association to immediately notify the City's Human Resources Director and the Department Head in writing of any change in the official representative of the Association.
- 20.2 No employee shall engage in Association business of any kind, including solicitation of membership during working hours. An Employee Representative of the Association, designated in writing by the Association, shall be permitted reasonable access to all Department locations at reasonable times during a working day for investigating grievances provided the City is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the Lieutenant is assigned. The Association designee may attend departmental Labor Management meetings.
- 20.3 Bargaining unit employees will be permitted to attend local and state seminar functions of the Association on their own time and at their own expense for a maximum of two (2) days per year as long as attendance does not hamper the operation where the Lieutenants are assigned.
- 20.4 One (1) member of the Association negotiating committee (an employee of the City) shall be permitted to attend all negotiating sessions without loss of pay, as well as the City Council meeting where final action is scheduled to be taken on approval (or rejection) of this Collective Bargaining Agreement and its successor without loss of pay. Members of the designated negotiating team shall be allowed to negotiate a successor agreement to this Agreement on their own time, at no expense to the City.

ARTICLE 21

INSURANCE

- 21.1 The City will enable the employees to insure themselves under a group life insurance plan with the amount available being one times base annual salary rounded to the next higher thousand. The employer will pay the premium.
- 21.2 The City agrees to maintain a health insurance program for the employees, with the City paying the lowest "employee only" rate among all health insurance plans with a co-pay offered. Dependent coverage will be at the employee's expense. The employee electing coverage with a carrier which has a higher rate shall pay the difference in any premium charged by that carrier. Dependent coverage will also be at the employee's expense.
- 21.3 The City will continue to provide the Department with the personal injury liability and false arrest program provided either by a commercial insurance company or through self-insurance.

ARTICLE 22

UNIFORMS AND EQUIPMENT

- 22.1 The City will provide to all Officers the following equipment and clothing and other items as necessary:
- 4 Trousers
 - 2 Long sleeve shirts
 - 3 Short sleeve shirts
 - 1 Winter jacket
 - 2 Badges
 - 1 Identification card and carrier
 - Portable radio holder swivel
 - 1 Rechargeable flashlight
 - 1 Pair non-prescription sunglasses for employees in the Traffic Division
 - 1 Bullet proof vest to be worn in accordance with Department policy
 - 1 pair Handcuffs
 - 4 Summer shirts
 - 1 Pair of duty boots, as needed. Not to exceed two (2) pair per year
 - 1 Pair of dress shoes for Class A uniform wear
- 22.2 The City agrees to furnish all sworn Officers, at City expense, those replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct.
- 22.3 Any employee who shall receive any breakage or damage to his personal equipment in the line of duty shall have it replaced at no cost to the employee, up to a maximum of one hundred (\$100.00) dollars per item. However, if the employee is not negligent, then, in the case of loss or damage to prescription eyeglasses they will be replaced or repaired, as the case may be, without regard to the one hundred (\$100.00) dollar limitation.
- 22.4 The City agrees to provide each uniformed and non-uniformed employee dry cleaning at City expense for all uniforms and clothing—used for city employment.
- 22.5 The City agrees to arrange to have each police vehicle maintained by a mechanic on a regular basis. The employee will be responsible for regular vehicle inspections and reporting any concerns in accordance with Department Policy.
- 22.6 The City will provide each Officer with a two-way portable radio.
- 22.7 City-issued uniforms and other articles of clothing are provided for wear

while at work and are not to be worn for non-duty purposes.

22.8 The City will issue uniforms in compliance with IRS regulations pertaining to work clothes and Uniform Allowances and Reimbursements.

22.9 The City and the Association agree that sworn Officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment. Sworn Officers who are required to wear non-issue clothing shall receive their first-year clothing allotment prorated monthly to the end of the calendar year, prior to the commencement of assignments that require them to wear such clothing. The clothing allotment will be \$1,000.00 pro-rata per year. This allowance shall be paid in one installment annually during the first pay period in January. Upon departure from assignment, employee will be responsible to re-pay the prorated share for the time not in the assignment for an amount that exceeds \$150.00. If an employee works any given day in a month, they will not be required to repay the prorated amount for that given month.

ARTICLE 23

BEREAVEMENT LEAVE

23.1 All employees may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall ordinarily not exceed four (4) calendar days (i.e., 48 hours for extended shift employees or four (4) work days for employees working a forty hour work week) per event, for a maximum 96 hours annually for extended shift employees, or eight (8) work days for employees working a forty hour work week, and shall not be charged as annual leave or sick leave. Requests for time off shall be submitted in writing to the employee's supervisor when possible. In extraordinary circumstances, where the employee has exhausted the maximum bereavement leave provided for in this part, the Department Head may, in his discretion, grant an employee additional leave time. The decision of the Department Head to grant or not grant the employee additional leave time beyond the maximum hours provided for in this part shall not be subject to grievance and arbitration proceedings.

As used in section 23.1 herein, the term "immediate family" shall mean father, mother, spouse, child, step-child, legally placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren. The maximum amount of bereavement leave that may be used by any employee in any fiscal year shall be ninety-six (96) hours of paid bereavement leave.

23.2 Management may require the employee to verify the employee's relationship to the deceased and to provide proof of death.

23.3 If additional leave time is needed beyond that which the City provides for bereavement leave, the employee may use accrued sick or vacation leave.

ARTICLE 24

WAGES

- 24.1 Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2024, whichever is later, for fiscal year 2025 and 2026 employees will be slotted into the following pay schedule:

	Annual
PROB	\$100,250
All	\$108,137

Any employee whose current annual base rate of pay is at a level higher than the stated rate of pay will not be eligible to receive any adjustment to their pay.

- 24.2 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, they will be placed under an intensive management program and re-evaluated in ninety (90) days. Failure to receive a "satisfactory" performance rating after the re-evaluation period will result in disciplinary action, up to and including termination. Any employee with an "unsatisfactory" rating on their last performance evaluation will not be eligible for a salary adjustment on the next October 1st if one is granted by the City Council.
- 24.3 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes 943.22.
- 24.4 Specialty pay will be provided to all employees who are assigned by the Chief as regular members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

Specialty Assignment	Amount of Pay (Per Pay Period)
Canine Officer	\$75.00
Crisis Negotiation Team	\$75.00
Crime Suppression Team	\$75.00
Detective Assignment	\$110.00
Drug Recognition Expert	\$75.00
Emergency Response Team	\$75.00

Field Training Officer	\$75.00
Traffic Homicide Investigator	\$75.00
Meth Team	\$75.00
Motorcycle Officer	\$75.00
Range Master	\$75.00

24.5 Effective upon expiration of this Agreement on September 30, 2026, there shall be no wage increases until a successor Agreement is ratified.

ARTICLE 25

RETIREMENT PLAN

25.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 185, Florida Statutes. The Police Pension Fund Ordinance of the City is set forth in the Port Orange City Code. Pensions and other retirement benefits for Bargaining Unit employees not specifically set forth in this Labor Agreement are as set forth in the Police Pension Fund Ordinance.

The City of Port Orange agrees to maintain a retirement plan for Police Officers as required by City Ordinance.

The City agrees to maintain the benefits and member contributions set forth in the Police Pension Fund Ordinance, with the changes provided below affecting this bargaining unit.

There will be no change in the accrued benefits of Plan members.

Should an issue arise with the State Division of Retirement regarding any provisions in this Article; both parties agree to return to the table to negotiate the issues to resolve the issues in order to gain approval of Plan changes.

25.2 The parties agree to amend the Police Pension Fund Ordinance as follows:

(a) In year one of this Agreement (October 1, 2024 – September 30, 2025), the City will bring forward an ordinance amending the Police Pension Fund in the City's Code of Ordinances to provide the following changes for Tier 1 members:

(1) Tier 1 members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible for the supplemental benefit (commonly referred to as the "health subsidy") upon completing 20 years of credited service.

(2) For Tier 1 members who are employed and not participating in the DROP on the effective date of the ordinance, the supplemental benefit (commonly referred to as the "health subsidy") received by the member shall not count towards the maximum total benefit amount set forth in Sec. 54-130 of the Police Pension Fund.

(b) In year one of this Agreement (October 1, 2024 – September 30, 2025), the City will bring forward an ordinance amending the Police Pension Fund in the City's Code of Ordinances to provide the following changes:

(1) Tier 1 and Tier 2 members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible for a 3.0% COLA, deferred to age 59, upon attaining 20 years of credited service.

Notwithstanding the foregoing, the proposed changes set forth in this subsection shall be subject to ratification of those changes by the International Union of Police Associations Local 6051.

25.3 Mutual Consent Agreement:

In accordance with section 185.35(6), F.S., a defined contribution plan component ("share plan") shall be established as part of the defined benefit pension plan, to be funded exclusively with Ch. 185 premium tax revenues. However, the City and the Union have mutually agreed that no Ch. 185 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 185 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

- A. All annual premium tax revenues received pursuant to Ch. 185 will continue to offset the City's pension contributions.
- B. All accumulated excess premium tax revenues as of 10/01/2016 will be used to offset the City's pension contributions.

ARTICLE 26

ALCOHOL AND DRUG TESTING

26.1 The parties agree to work together to fully comply with the Criminal Justice Standards and Training Commission Rules (11B 27.0011 et seq., F.A.C), Florida's Drug Free Workplace Program (F.S. Sections 440.101 and 440.102), and the Florida Workers' Compensation Act. Employees will be generally governed under the City's Drug Free Workplace Policy, General Administrative Policy 1-12.

26.2 Illegal Controlled Substances

- A. The City prohibits employees at any time, whether on or off duty or whether on or off City property, from manufacturing, selling, attempting to sell, distributing, possessing, using, being under the influence of illegal controlled substances, or having the presence of illegal controlled substances in an individual's body. Prohibited substances consist of any controlled substances as defined by applicable state and/or federal laws. For purposes of this policy, marijuana is considered a controlled substance under federal law.
- B. The City does not distinguish between marijuana and medical marijuana for its policies. The use of marijuana in any form, including but not limited to medical marijuana used pursuant to a "physician certification" that is in compliance with Section 381.986 of the Florida Statutes, is prohibited. If an employee's drug test result is positive confirmed for marijuana due to the employee's use of medical marijuana, even if such use was pursuant to a "physician certification" that is in compliance with Section 381.986 of the Florida Statutes, will be considered a positive result.
- C. For purposes of this policy, CBD products containing tetrahydrocannabinol ("THC") are considered a prohibited substance. Use of CBD products in any form, including but not limited to oils, body creams, beverages, chocolates, and gummies, that contain THC is prohibited. If an employee's drug test result is positive confirmed for marijuana due to the employee's use of CBD products containing THC, this will be treated as a positive result. An employee who chooses to use CBD products does so at their own risk. An employee's or job applicant's violation of this policy will not be excused because they were unaware that the CBD product that was used contained THC.

26.3 Alcohol Abuse

- A. The City prohibits employees from using or possessing alcohol while on duty, while on the City's premises, while driving or being a passenger in a City vehicle, or while operating the City's equipment; reporting to work under the influence of alcohol; reporting to work with the presence of alcohol in an individual's body; or from otherwise using alcohol in a manner at any time that adversely affects the City's business interests.

26.4 Use of Legal Drugs

- A. The term "legal drug" means (1) a controlled substance prescribed by a licensed physician for a specific medical purpose; or (2) an over-the-counter medication that has the potential to interfere with the safe and effective performance of the employee's duties, the operation of vehicles or equipment, or the safety of employees or the general public.
- B. Employees must notify their immediate supervisor before beginning work when they are taking a legal drug that may possibly impact an employee from safely performing their duties so that the City can evaluate the impact, if any, that the employee's use of the legal drug may have on the safe and efficient operation of the City

26.5 Testing

- A. Reasonable Suspicion (to include Post Accident Testing)
 - a. Supervisors are responsible for monitoring employees for drug and alcohol use and other policy violations and for contacting the Police Chief or the Administrative Services Director (or designee) when there is articulable reasonable suspicion that an employee is under the influence of drugs or alcohol or otherwise using drugs on or off the job or alcohol on the job. Supervisors who have reasonable suspicion must prevent the employee from further engaging in work and from leaving the work area and must notify the employee of the need for testing. The supervisor shall provide articulable facts in writing to substantiate their reasonable suspicion.
 - b. Reasonable suspicion may be based upon, but not limited to, the following:
 - i. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of drugs or

alcohol.

- ii. Abnormal conduct or erratic behavior while at work.
- iii. A significant deterioration in work performance.
- iv. A report of drug or alcohol use provided by a reliable and credible source.
- v. Evidence that an employee has tampered with a drug test during his or her employment with the City.
- vi. Information that an employee has caused, contributed to, or been involved in an accident while at work giving rise to a reasonable suspicion of drug or alcohol use
- vii. Evidence that an employee has used, possessed, manufactured, sold, solicited, or transferred drugs.
- viii. Frequent absences from work without a satisfactory explanation.

- c. In the event that the City has reasonable suspicion that an employee is under the influence of drugs or alcohol or may be in the possession of drugs or alcohol, the City reserves the right search, without employee consent, all City areas and property, including, but not limited to, an employee's office, locker, or workspace.

B. Follow Up Testing

- a. The City will require any employee who returns to work after successfully completing a voluntary drug or alcohol rehabilitation program to submit to drug and alcohol testing on at least a semi-annual basis for at least two (2) years as coordinated by Risk Management.

C. Random Testing

- a. Random test dates and times will not be announced and shall be spread reasonably throughout the year.
- b. Each employee in the unit shall have an equal chance of being selected for both drug and alcohol testing each and every time selections are made.
- c. The City agrees to provide the Association a list of all City employees who were selected for random testing at the end of each fiscal year upon request.

D. Testing Procedures

- a. Employees will be subject to a 10-Panel Urine Drug Screen by Immunoassay Methodology for Amphetamines,

Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene, and Tetrahydrocannabinol (marijuana metabolites).

- b. Procedures for testing for the presence of illegal controlled substances and alcohol shall be conducted consistent with the provisions of Section 440.102(5), (6) of the Florida Statutes and the corresponding regulations.
- c. Urine will be used for the initial test and confirmation test for controlled substances.
- d. Breath will be used as the initial test and confirmation test for alcohol.
- e. Direct observation collections, by an observer of the same gender as the employee, may be required for reasonable suspicion drug and alcohol testing.

26.6 Employees must notify their immediate supervisor, department director, or Administrative Services Director regarding any criminal drug or alcohol infraction, arrest, indictment, or conviction, as well as any resulting loss of driving privileges, within 24 hours of occurrence or as soon as reasonably possible.

26.7 Refusal to Test

- A. Employees who refuse to submit to a required test will be considered insubordinate.
- B. Refusal to submit to a required test may include, but is not limited to the following:
 - a. Failing to show at the collection site for a required test.
 - b. Inability to produce sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation.
 - c. Tampering with or attempting to adulterate the specimen.
 - d. Interfering with the collection procedure.
 - e. Not immediately reporting to the collection site. An employee must report to the testing site immediately upon notification. Immediately is defined as within thirty (30) minutes, unless otherwise authorized.
 - f. Failing to remain at the collection site until the collection process is complete.
 - g. Having a test result reported by a Medical Review Officer as adulterated or substituted.
 - h. Leaving the scene of the accident without a valid reason

before the tests have been conducted.

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TA'd on September 6, 2024

ARTICLE 27

JURY DUTY AND APPEARANCE AS A WITNESS

- 27.1 Any employee in the Bargaining Unit who is summoned to perform jury service during his/her normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he or she is absent from work as a result of fulfilling this jury duty obligation. The employee summoned as a juror shall attach a copy of the summons to the Leave of Absence Request. An employee, who is released from jury duty prior to four (4) hours from his or her normal end of the workday, shall be required to report to their work site immediately after their release.
- 27.2 Upon proof of attending court, a deposition, or an administrative hearing during the employee's normal working hours pursuant to a subpoena or other court order involving a job-related case and not as a plaintiff or claimant in litigation against the City nor as a defendant in litigation by the City, the employee shall receive his or her regular rate of pay for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record, and/or verify attendance and duration of an on-duty deposition, or court or administrative hearing appearance. In the event any employee claims time not actually spent in an on-duty deposition or court/hearing appearance, he or she may be discharged or disciplined. The employee will sign over all subpoena and witness fees, excluding travel fees, unless City transportation is furnished in which case such travel fee will also be signed over. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.
- 27.3 An employee subpoenaed as a witness for a court or administrative proceeding or a deposition, other than a job-related case and other than a case involving personal litigation by the employee as a plaintiff, claimant or defendant, shall be granted leave without pay to appear and testify pursuant to the subpoena. If the employee is released from the subpoena prior to the expiration of twelve (12) hours for shift Lieutenants and four (4) hours for 40 hour employees from his or her normal starting time for that work day, the employee shall be required to report to his or her work site immediately after release from such subpoena. An employee may take sick or vacation leave when subject to a subpoena under this provision. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.
- 27.4 An employee may take vacation pay, but not sick leave, when participating in any court or administrative proceeding of a personal nature in which the employee is a claimant, plaintiff or defendant.

ARTICLE 28

RULES AND REGULATIONS

- 28.1 The City shall have the right to establish, maintain and enforce, or rescind, amend or change reasonable rules and regulations and standard operational procedures, it being understood that such rules and regulations and standard operational procedures shall not conflict with the provisions of this agreement. If the proposed additions, deletions, or changes affects the terms and conditions of employment of any bargaining unit employee, the Union shall have the right to request bargaining over the proposed additions, deletions, or changes. The request must be made in writing to the Department Head and submitted to him/her within seven (7) days of the change being published. If no request for bargaining is made by the Union during this seven (7) day period, or the proposed additions, deletions, or changes do not affect the terms and conditions of employment of bargaining unit members, the modifications shall become effective on the date specified when published. If bargaining is timely requested, and the additions, deletions, or changes affect terms and conditions of employment of bargaining unit members, the changes shall not go into effect until the City and the Union reach agreement on the matter.
- 28.2 Failure to discipline an employee for violation of these rules, regulations and/or standard operational procedures shall not affect the right of the City to discipline the same or other employees for the same or other violations.
- 28.3 Any employee violating a rule or regulation or standard operational procedure may be subject to disciplinary action, including dismissal.

ARTICLE 29

EDUCATIONAL LEAVE

- 29.1 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined in writing by the Department Head and the City Manager. Requests for such educational leave must be approved in writing in advance by the City Manager. The decision to grant (or not to grant) such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager and shall not be subject to the grievance and arbitration procedures of this Agreement.
- 29.2 An employee granted education leave with full pay shall be entitled to receive all City benefits in the manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager. Such determination shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 30

MILITARY LEAVE

- 30.1 Bargaining unit members will be allowed military leave in accordance with conditions set forth in the Uniformed Services Employment and Reemployment Act (USERRA), and Sections 115.07, 115.09, 115.14 and 250.48, Florida Statutes and in accordance with the City's Military Leave Policy. This Policy, as amended from time to time, is set forth in the City's Civil Service Rules and Regulations, Chapter 3, Attendance and Leave, 3.07, Military Leave.

ARTICLE 31

WORKERS' COMPENSATION, HEALTH, SAFETY AND PHYSICAL FITNESS

- 31.1 The purpose of this Article is to promote the health, safety and physical fitness throughout the Port Orange Police Department.
- 31.2 Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the City, shall be entitled to the following compensation:
- a. During such temporary, total disability, paid disability leave shall not exceed sixty (60) calendar days for any one injury. If as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the sixty (60) calendar days, the employee shall revert to normal Workers' Compensation benefits.
 - b. While receiving Worker's Compensation benefits, the employee may utilize available sick and/or annual leave in order to receive compensation for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled amount.
 - c. If, in the City's opinion, this benefit is being abused, this Article will be subject to renegotiation at that time and prior to the expiration of this contract. Benefits will remained unchanged until renegotiated.
 - d. Leave for Workers' Compensation shall run concurrent with leave as covered under Family Medical Leave Act (FMLA).
 - e. For employees that have exhausted their paid leave prior to any exhaustion of an approved FMLA will generally be separated from service upon exhaustion of the approved FMLA leave, except as otherwise provided for by law. For employees with accrued paid leave in excess of the standard FMLA time will be able to utilize their accrued leave to stay in a paid status beyond the standard FMLA time, however, this period will not generally extend beyond twelve (12) months, unless an imminent return has been documented by a physician, or as otherwise provided for by law.
- 31.3 The City and the Union agree that employees covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.
- 31.4 Each bargaining unit employee shall be required to complete once every

two years, a Physical Abilities Test (PAT) and required pre-test physical examination as defined in Departmental Policy.

31.5

It is acknowledged and agreed by the parties hereto that a statutory presumption exists, under Section 112.18F.S that any condition or impairment of health of a bargaining unit member that results in a disability or death, was accidentally suffered in the line of duty. Therefore, the parties further acknowledge and agree that the Port Orange Police Department is a tobacco free workplace and that it is condition of employment that each new member of this bargaining unit hired on or after ratification refrain from the use of tobacco during the period of his or her employment with the City. New employees or those offered conditional employment with this bargaining unit, shall be required to sign an affidavit that they be tobacco free throughout the term of their employment.

City  PBA 
TA'd on September 6, 2024

ARTICLE 32

VOLUNTARY SPECIAL EVENT DETAILS

- 32.1 Lieutenants will be permitted to work Voluntary Special Event Details when assignments cannot be filled by Officers and/or Sergeants. Voluntary, special event work performed for a second-party employer, other than work performed for City-sponsored events, shall be paid by the second-party employer to the City and the City shall, in turn, pay these second-party wages to the Lieutenant as a separate line-item on the employee's pay stub, after deducting a fifteen percent (15%) administrative per-hour fee thereof for use of City property while performing the special event work. The hourly rate charged to the second party will be determined by the Department Head. These second-party wages will not be considered as wages paid by the City and will therefore be excluded for purposes of calculation of overtime and shall not be factored into the average final compensation for pension purposes. No pension contributions or insurance payments will be withheld from payments made for work performed for a second party employer.
- 32.2 Lieutenants shall observe their normal standards of conduct during such special event work and disciplinary action shall be taken against those who fail to do so.

ARTICLE 33

SEVERABILITY

- 33.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decision; and all other Articles or Sections or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

ARTICLE 34

ENTIRE AGREEMENT

- 34.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 34.2 Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.
- 34.3 However, no language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

ARTICLE 35

DURATION OF AGREEMENT

- 35.1 This Agreement shall commence and become effective upon ratification by both parties and shall continue in full force and effect until midnight of the 30th day of September 2026. Upon expiration of the Agreement, it shall continue in full force and effect thereafter from year to year unless notice is given in writing by either party to the other by April 1st, of every year of intent to modify, terminate, or change the terms of this Agreement, except as provided hereinafter.
- 35.2 No item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement unless it is mutually agreed by the parties in writing to renegotiate such items in negotiations.

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANTS:

LT. Warren Carman

Warren Carman, Representative

Date: 9/11/29

CITY OF PORT ORANGE, FLORIDA

Donald Burnette, Mayor

Date: _____

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (C13) Approval of Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF)

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Approval of the Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF).

SUMMARY: The current International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) is a two-year agreement that expires on 09/30/2025. The contract opens for negotiations Article 12 - "Retirement", along with one (1) other mutually agreed re-opener in Fiscal Year 2025.

On September 8, 2024, the City received notification that IAFF members voted in favor of the negotiated Memorandum of Understanding (MOU) to the CBA that was tentatively agreed to by the City's bargaining team. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Below is a summary of changes to the articles:

Article 12 Retirement Plan

1. Added language that the City agrees to amend the Retirement Eligibility for Normal Retirement to a) attainment of age 52 with the completion of 10 years of credited service, or b) completion of 25 years of credited service, regardless of age.
2. Added language allowing for the inclusion of up to 300 hours of overtime pay in salary used to calculate benefits.

Article 32 Light Duty

1. Clarified language related to the reference to the Fire & Rescue Department's standard operating guidelines for light duty provisions.

PRESENTER: John McKinney

ATTACHMENTS:

1.	MOU - IAFF 9-12-24 signed	MOU - IAFF 9-12-24 signed.pdf
John McKinney	Created/Initiated - 8/30/2024	
John McKinney	Approved - 9/10/2024	
Matthew Jones	Approved - 9/12/2024	
Wayne Clark	Approved - 9/12/2024	
Tracee Cody	Final Approval - 9/12/2024	

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Local #3118
PERC CERTIFICATION #777

This Memorandum of Understanding ("MOU") is entered into, as apart of contract negotiations, between International Association of Firefighters Local 3118 - PERC Certification #777 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," and modifies the provisions of the FY 2024-2025 collective bargaining agreement entered into by the parties on October 17, 2023 ("Agreement").

1. The parties engaged in negotiations in accordance with section 38.1 of the Agreement. Upon execution by the parties, this MOU shall amend Article 12 and Article 32 of the Agreement as delineated below.
2. For purposes of this MOU, words with bold (**bold**) and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.
3. Article 12 of the Agreement related to Retirement Plan is hereby amended, in part, to read as follows:

**ARTICLE 12
RETIREMENT PLAN**

- 12.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 175, Florida Statutes, and Section 54-76, etc. of the Code of Ordinances, City of Port Orange, Florida (hereby referred to as the "Retirement Plan"). Pensions and other retirement benefits for bargaining Unit employees which are not specifically enumerated in this labor Agreement are as set forth in the Retirement Plan. The City agrees to maintain the benefits and member contributions set forth in the Retirement Plan, with the changes provided below. An employee in this bargaining Unit who enters the DROP program on and after the effective date of this contract shall be subject to all of the terms of this contract including this Article.

The City of Port Orange agrees to maintain a retirement plan for Firefighters as required by City Ordinance.

The City agrees to maintain the benefits and member contributions set forth in the Firefighters Pension Fund Ordinance.

There will be no change in the current accrued benefits of Plan members unless amended by ordinance.

- 12.2 After the Retirement Plan achieves a funded ratio of one hundred percent (100%) or greater as reflected in the current Disclosure Information prepared in accordance with Governmental Accounting Standards Board requirements, the City will make a contribution, of the higher of either the normal cost of the plan or

a minimum thirteen percent (13%) towards a stabilization fund for use during economic downturns to smooth the volatility of required pension payments. This contribution shall be paid to the pension fund and shall not be used by the City or the members to acquire or fund new or additional benefits.

- 12.3 Should an issue arise with the State Division of Retirement regarding any provisions in this Article, both parties agree to work together to resolve the issues in order to gain approval of Plan changes.

12.4 Mutual Consent Agreement:

In compliance with section 175.351(6), F.S., a defined contribution plan component ("share plan") has been established as part of the benefit pension plan, to be funded exclusively with Ch. 175 premium tax revenues. However, the City and Union have mutually agreed that no Ch. 175 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 175 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time in which the City and Union agree to allocate Ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan. All annual premium tax revenues received pursuant to Ch. 175 will continue to offset the City's pension contributions. All accumulated excess premium tax revenues as of 10/01/16 will be used to offset the City's pension contributions.

12.5 The parties agree to amend the Fire and Rescue Pension Fund Ordinance, effective the first of the month following the adoption of the Ordinance as follows:

- (a) In year two of this Agreement (October 1, 2024 – September 30, 2025), the City will bring forward an ordinance amending the Fire and Rescue Pension Fund in the City's Code of Ordinances to provide the following changes:

- (1) Members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible for normal retirement upon the earlier of (a) attainment of age 52 and completion of 10 years of credited service, or (b) completion of 25 years of credited service regardless of age.
- (2) Members who are employed and not participating in the DROP on the effective date of the ordinance will be eligible to include overtime payments of up to 300 hours per year toward the calculation of annual compensation used in determining benefits.

4. Article 32 of the Agreement related to Light Duty is hereby amended, in part, to read as follows:

**ARTICLE 32
LIGHT DUTY**

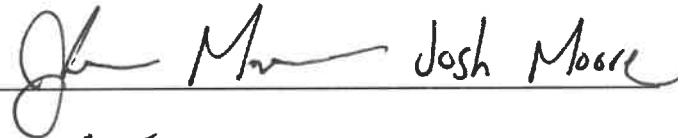
~~Please refer to the Fire & Rescue department standard operating guideline for light duty provisions.~~ The Fire & Rescue department standard operating guideline for non-work-related injuries light duty provisions revised in 2024 and located in Chapter 100.00 Administrative, Section 101.00 Organization, Subsection 101.08 Light-Duty for Non-Work Related Injury and Illness shall

control. Any change to the light duty standard operating procedures shall be mutually agreed upon in writing.

The above amended terms and conditions are the entire understanding of the MOU between the parties. Except as provided above, no other changes are being made to the Agreement and all other provisions thereof remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, approval by City Council, and execution by both parties.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local #3118 PERC CERTIFICATION #777, IAFFF, FLA:


IAFF Treasurer, Unit Representation

Date: 9/12/21

CITY OF PORT ORANGE, FLORIDA

Don Burnette, Mayor

Date: _____

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (G16) Second Reading - Ordinance No. 2024-15 - Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-15.

SUMMARY: The proposed amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange that an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. Currently, the Code of Ordinance permits the consumption of any alcoholic beverage at the following city-owned locations:

1. The municipal golf course
2. The premises located at Riverside Pavilion
3. The Palmer College of Chiropractic, Florida campus located on City Center Parkway
4. Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments, or other governmental entities.

The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding any city-owned property or building subject to City Council's formal written authorization setting forth the terms and conditions for the consumption of alcoholic beverages to be allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA). The amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and establishing the Riverwalk and Down Under Entertainment Districts. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music or performances.

PRESENTER: Matthew Jones, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-15	Ordinance No. 2024-15.pdf
2.	Business Impact Estimate Form - Ord. 2024-15	Business Impact Estimate Form - Ord. 2024-15.pdf

Robin Fenwick

Created/Initiated - 8/29/2024

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO THE LIST OF PROPERTIES EXEMPT FROM THE GENERAL PROHIBITION OF POSSESSION AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY OWNED OR CONTROLLED BY THE CITY OF PORT ORANGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage and support the redevelopment and activation efforts to create commercial/entertainment destination areas within the Port Orange Town Center Community Redevelopment Area (CRA); and

WHEREAS, the City Council recognizes the demand for alcoholic beverages associated with certain entertainment and sporting venues; and

WHEREAS, the City Council, in furtherance of said efforts, wishes to amend the list of properties/locations owned by the City of Port Orange that an individual can possess and consume an open container of an alcoholic beverage; and

WHEREAS, the City Council intends to permit the consumption of alcoholic beverages as it relates to permitted uses authorized at certain city-owned venues, subject to a express written authorization by City Council and in accordance with the provisions of the Code of Ordinances, so long as it can be done in a responsible and safe manner; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Chapter 6, Article I, Section 6-3 of the Code of Ordinances to read as follows:

Sec. 6-3. - Drinking in public.

- (a) *General prohibition.* It shall be unlawful for any person to possess any open container of alcoholic beverage or to consume any alcoholic beverage on the streets, sidewalks or thoroughfares, or on any public property including, but not limited to, any public building, facility, park, playground, recreational facility, right-of-way, parking lot, and any other property owned or controlled by the City of Port Orange, unless expressly permitted in compliance with provisions of this section. This prohibition shall not apply to and no permit shall be required for possession or consumption of an alcoholic beverage at the following properties:
- (1) The municipal golf course; and
 - (2) The premises located at Riverside Pavilion and legally described in a lease agreement between the city and an organization which is incorporated and active as a corporation not for profit pursuant to F.S. ch. 617; and
 - (3) The Palmer College of Chiropractic, Florida campus located on City Center Parkway as described in that certain referenced Lease Agreement recorded in Official Records Book 4944 at Page 1791 of the Public Records of Volusia County, Florida; and
 - (4) Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments or other governmental entities-; and
 - (5) Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization, and subject to strict compliance with federal, state and local laws governing alcoholic beverages.

[The remainder of the section is unchanged]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be

renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-15 – Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment further supports the City ' s redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding any cityowned property or building subject to City Council's formal written authorization setting forth the terms and conditions for the consumption of alcoholic beverages to be allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (G17) Second Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Motion to Approve Ordinance No. 2024-16.

SUMMARY: In 2019, the City adopted Ordinance No. 2019-10 revising sections 10-3 and 10-9 of the Code of Ordinances by revising definitions and amending requirements for the confinement of a dangerous dog. The Ordinance also provided that hearing proceedings to challenge the Animal Control Officer's initial determinations will be as set forth in a resolution adopted by the City Council. Subsequently, the City Council adopted detailed procedures for dangerous dog hearings in Resolution No. 19-3.

The proposed amendment to the Code of Ordinances clarifies certain references in the City's current code to confirm that they apply not only to initial determinations to classify dogs as dangerous but also to determinations to confiscate dogs for euthanasia. The new ordinance also confirms the subpoena power of the Special Magistrate for dangerous dog hearings and cases.

PRESENTER: Manuel Marino, William Harrison

ATTACHMENTS:

1.	Dangerous Dog Ord. Am. 2024 Ordinance 2024-16	Dangerous Dog Ord. Am. 2024 Ordinance 2024-16.pdf
2.	Business impact- Dangerous Dog Ordinance	Business impact- Dangerous Dog Ordinance.pdf

Tracee Cody

Created/Initiated - 8/29/2024

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES CHAPTER 10, SECTION 10-9, TO CLARIFY THE REFERENCES REGARDING PROCEDURES FOR DANGEROUS DOG HEARINGS AND CONFIRMING SUBPOENA POWER TO THE SPECIAL MAGISTRATE FOR DANGEROUS DOG CASES AND HEARINGS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to update its regulations related to dangerous dogs hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 10-9 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 10-9. – Dangerous dogs.

[No changes to Sections 10-9 (a) – 10-9 (d)]

- (e) The due process hearing procedures to challenge the ~~initial~~ determination by an animal control officer to classify a dog as a dangerous dog or to confiscate a dog for euthanasia and the proposed penalty shall be as set forth by resolution of city council.
- (f) The city's special magistrate shall have the power to issue subpoenas to compel the attendance of witnesses at a hearing upon the written request of any party, or upon the special magistrate's own initiative. A subpoena may be served by any

person authorized by law to serve process. Service shall be made as provided by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 5. This ordinance shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading this _____ day of _____, 2024.

Passed and adopted on second reading and final reading on the ____ day of _____, 2024.

Reviewed and approved: _____
Carly R. Meek, Assistant City Attorney

[CA 5845]



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-16 – Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In 2019, the City adopted Ordinance 2019-10 revising sections 10-3 and 10-9 of the Code of Ordinances by revising definitions and amending requirements for the confinement of a dangerous dog. The Ordinance also provided that hearing proceedings to challenge the Animal Control Officer's initial determinations will be as set forth in a resolution adopted by the City Council. Subsequently, the City Council adopted detailed procedures for dangerous dog hearings in Resolution 19-3.

The proposed amendment to the Code of Ordinances clarifies certain references in the City's current code to confirm that they apply not only to initial determinations to classify dogs as dangerous but also to determinations to confiscate dogs for euthanasia. The new ordinance also confirms the subpoena power of the Special Magistrate for dangerous dog hearings and cases.

The proposed Ordinance 2024-16 aims to protect the public health, safety and welfare of the City of Port Orange and its citizens, by strengthening and improving its dangerous dogs regulations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
No direct compliance costs to businesses are estimated by Ordinance 2024-16.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No new regulatory costs are anticipated. No new charges or fees are anticipated to business owners.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are estimated to be impacted by Ordinance 2024-16.

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/17/2024

SUBJECT: (H18) Resolution No. 24-37 - Approving MissionSquare Deferred Contribution Plan Amendments

DEPARTMENT: Human Resources

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 24-37 approving changes to the deferred compensation plans for the City Manager and City Attorney.

SUMMARY: This resolution formally adopts changes to the Mission Square deferred compensation plans for the City Manager and City Attorney to implement the contract changes approved during their respective annual evaluations.

PRESENTER: Michelle Olk

ATTACHMENTS:

1.	Reso. No. 24-37 - DC Plan Revision	Reso. No. 24-37 - DC Plan Revision.doc
2.	CITY OF PORT ORANGE (FPDP) City Attorney New Plan	CITY OF PORT ORANGE (FPDP) City Attorney New Plan.pdf
3.	CITY OF PORT ORANGE 108525 City Manager hired after 2022 revisions 2024	CITY OF PORT ORANGE 108525 City Manager hired after 2022 revisions 2024.pdf

Matthew Jones

Michelle Olk

John McKinney

Matthew Jones

Wayne Clark

Tracee Cody

Created/Initiated - 8/27/2024

Approved - 9/12/2024

Approved - 9/12/2024

Approved - 9/13/2024

Approved - 9/13/2024

Final Approval - 9/13/2024

RESOLUTION NO. 24-37

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; APPROVING THE
AMENDED AND RESTATED GOVERNMENTAL MONEY
PURCHASE PLAN 401(A) ADOPTION AGREEMENTS
WITH ICMA RETIREMENT CORPORATION DOING
BUSINESS AS MISSIONSQUARE RETIREMENT
("MISSIONSQUARE"); PROVIDING FOR ADJUSTMENTS
AS REQUIRED BY THE INTERNAL REVENUE SERVICE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("Employer") has employees rendering valuable services; and

WHEREAS, the Employer has established qualified retirement plans for such employees that serve the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plans will serve these objectives; and

WHEREAS, plan revisions are needed to implement recent employment contract revisions for both the City Manager and City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby establishes a new MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for the City Attorney (City Attorney Plan), and amends and restates MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for Plan 108525 (City Manager Plan hired after 2022), (collectively the "Plans") as set forth in **Exhibit "A"**, attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED the Employer hereby agrees to serve as trustee under the Plans and to invest funds held under the Plans in VantageTrust by contributions administered by and through the MissionSquare as Plan Administrator.

BE IT FURTHER RESOLVED the Mayor and City Clerk are hereby authorized to execute all Adoption Agreements for the Plans and any other necessary documents with MissionSquare incidental to the administration of the Plans on behalf of the City of Port Orange.

(SEAL)

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: New Plan

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP) City Attorney
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☐ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☒ New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: CITY OF PORT ORANGE (FPDP) City Attorney

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 – December 31 (**Default**)

☒ The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Attorney appointed on or after December 3, 2019

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 12 % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☐ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum attached. of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or See Addendum attached. % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☐ Normal Retirement Age
☒ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☒ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

[] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[X] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

401(A) Plan 108499 Adoption Agreement Adjustments

Section VI. CONTRIBUTION PROVISIONS 2. should read as such:

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% for every 1.0% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding __ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or up to 3% of Earnings, whichever is [] more or [] less.

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108525

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE
_____ (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

NEW CITY MANAGER 401(a)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☒ January 1 – December 31 (**Default**)

☐ The 12 month period ending _____
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.
Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 12 % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of 5% to 20% (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☒ Yes ☐ No (**"Yes" is the default provision under the Plan if no selection is made.**)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 60 Days _____ days (no more than 60 calendar- days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

.5% of each 1 % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding 3 % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3 % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☐ Normal Retirement Age
☒ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☒ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

[] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ to the Plan (subject to the limitations of Article V of the Plan).

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[X] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304