REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 21, 2025

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 Father Ken Gill of Basilica of St. Paul
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
   a. October 7, 2025 - Regular City Council Meeting
6. Bid Awards and Contract Items
   a. Award of RSFQ #25-04 to Kimley-Horn & Associates, Inc. for the Design and Permitting Services for the Water Reclamation Facility Upgrades Project and approval of Task Authorization No. 1 for Phase 1 of said project in the amount of $1,716,299.08.
   b. Approval of Task Authorization No. 26 with Kimley-Horn & Associates, Inc. for the Virginia/Monroe Stormwater Pump Station Generator Design Services
   c. Award of ITB #25-17 to Paul Culver Construction, Inc. for restroom replacement at the All Children's Park in the amount of $260,560.69.
7. Approval of Transfer of Ownership Agreement for K9 Buddy to Officer Crysta McBride
8. Resolution No. 25-48 - Accepting $74,479.00 for 2025-2026 Victims of Crime Act (VOCA) Grant
9. Resolution No. 25-49 - Accepting the Edward Byrne Memorial Justice Assistance Direct Award Grant for $8,918.00 from the Florida Department of Law Enforcement (FDLE)

10. Joint Participation Agreements for Transform 386 Projects
    a. Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Sugar Forest Stormwater Drainage Improvements Project
    b. Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Portona Area Property Acquisition & Stormwater Pond Project
    c. Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Sleepy Hollow Stormwater Drainage Improvements Project
    d. Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Powers Avenue Property Acquisition & Stormwater Pond Project

C. RECOGNITION, PROCLAMATIONS, AND SPECIAL REPORTS

11. Retirement Recognition for K9 Buddy
12. Volusia Young Marines
13. Manufacturing Month
14. ArtHaus Annual Update

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

E. COMMENTS AND ADDITIONAL ITEMS

15. Council Members
16. City Attorney
17. City Manager

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO
19. Parks and Recreation Board Update

G. PUBLIC HEARING

20. First Reading - Ordinance 2025-26 - 25-1 Large-Scale Comprehensive Plan Amendment/Vintage Acres (Case No. CPAM-25-0001)
21. First Reading - Ordinance No. 2025-27 - Planned Unit Development (PUD) Rezoning and Vintage Acres PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-25-0003)
22. First Reading - Ordinance No. 2025-28 – Land Development Code (LDC) Amendment/Chapter 9 - Residential Dock and Commercial Marina Regulations (Case No. DCAM-25-0004)

H. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports
    a. First Step Shelter - Councilman Shawn Goepfert
    b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

I. ADJOURNMENT

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

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

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 7, 2025

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

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Records Coordinator Tracee Cody

4. Volusia County District 2 Councilman Matt Reinhart – County Update

Volusia County District 2 Councilman Matt Reinhart provided a presentation about the approved Port Orange stormwater projects funded through the County's Transform 386 Program and other updates and initiatives from the County.

5. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

6. Approval of Minutes
   a. September 16, 2025 - Regular City Council Meeting
   b. September 17, 2025 - Special City Council Meeting

7. Approval of Major Special Event Request for Biketoberfest 2025 for The Turn, Inc. at 5164, 5204, 5218, and 5236 South Ridgewood Avenue

8. Approval of Major Special Event Request for Biketoberfest 2025 for The Doghouse Bar and Grill at 3400 S. Nova Road

9. Approval of Relocation and Reconstruction Agreement with Lamar Outdoor Advertising

10. Approval of Temporary License Agreement to Real Sub, LLC (Publix Super Market at Dunlawton Square) for Parking Lot Repairs

Councilman Jonathan Foley asked to pull Item #7 from the Consent Agenda.

Motion to approve the remaining items on the Consent Agenda was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

Item #7 - Approval of Major Special Event Request for Biketoberfest 2025 for The Turn, Inc at 5164, 5204, 5218, and 5236 South Ridgewood Avenue.

Councilman Jonathan Foley abstained from the vote due to a conflict of interest as he has been engaged in the past and may be engaged in the future to perform services for the business.

Motion to approve Item #7 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried 4-0-1 by roll call vote with Councilman Jonathan Foley abstaining.

RECOGNITION AND PROCLAMATIONS

11. Domestic Violence Awareness Month - Proclamation

Mayor Stiltner read the Proclamation for Domestic Violence Awareness Month and presented it to Odetta Horruitiner, City of Port Orange Victim Advocate Coordinator.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kathleen Tarnow, Sugar Forest resident, expressed her concerns about a hoarding neighbor and drainage in her subdivision. She also inquired if the City would consider purchasing a vacant lot at the corner of Madeline Avenue and Nova Road for stormwater management, forming a stormwater advisory board, and if there are any grants or bonds to help homeowners affected by flooding.

COMMENTS AND ADDITIONAL ITEMS

12. Council Members

Mayor Scott Stiltner briefly explained how the process works for projects approved through the Transform 386 Program and other projects that, even though are a major part of the City's infrastructure, are maintained and overseen by other agencies. He welcomed the Port Orange/South Daytona Chamber Leadership Program in attendance and had President/CEO, Don Burnette, explain what the program does.

Councilman Jonathan Foley advised he wouldn't be in attendance at the next Volusia Flagler TPO meeting and asked Vice Mayor Tracy Grubbs to be his alternate member. Councilman Foley expressed concern about the erratic timing sequence of the traffic light at the Village Trail and Dunlawton Avenue intersection that could potentially cause accidents. Even though traffic lights are controlled by Volusia County, he wanted to mention it to see if they would reconsider making an adjustment.

Vice Mayor Tracy Grubbs thanked the Leadership Class for being in attendance. He also thanked the City staff's hard work and dedication for getting funding through County, State, and Federal programs. He spoke about in-kind contributions/donations made to the Parks & Recreation Department and thanked businesses for re-investing in their community. He reminded residents of the upcoming event, Family Days, and the Art Festival for Arthaus. Lastly, he spoke about his idea for a short-term solution for pumping stormwater and the need to obtain the necessary permits from other agencies. He encouraged citizens to contact their State and Federal Representatives to request assistance with permits.

Councilman Shawn Goepfert also thanked staff for getting funding. He attended the ribbon cutting ceremony for the remodel of the YMCA and was impressed with the facility.

Councilman Lance Green also commented on the grand reopening of the YMCA and how it's a great facility. He also noted consent agenda item #10 and mentioned it's crucial to get done.

On a final note, Mayor Scott Stiltner emphasized that, due to staff's hard work, Port Orange received more money than any other city in Volusia County through Legislative appropriation funds and the most funding of any city that participated in Transform 386 projects.

13. City Attorney

City Attorney Matt Jones gave an update on the property located at 828 Sugar House Boulevard. The City has secured the judgment and should have a sale date within the coming weeks for a new owner to take over.

14. City Manager

Per Mayor Scott Stiltner's request, City Manager Wayne Clark provided further information about the Transform 386 projects and other projects funded through different agencies. He explained the process of projects in progress and the expected timeline of Cambridge, Sugar Forest, and Sleepy Hollow.

<u>TABLED ITEMS</u>

15. Approval of a Partial Release of Tree Conservation Easement for 4629 Clyde Morris Boulevard

Motion to take item #15 off the table was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

Motion to approve item #15 was made by Councilman Shawn Goepfert and Seconded by Councilman Jonathan Foley.

Tim Burman, Community Development Director, provided further details of the request and answered questions from Council. Council discussed their opinions in favor or opposition of the request. Mr. Clark clarified the terminology of a conservation easement and how the subject property was termed as such 25 years ago.

The applicant, Michael Saljinin, spoke to Council about the factors that had him request the partial release of the tree conservation easement and his proposed idea.

Robert Reinhagen, resident, expressed his reasoning for why Council should not approve this request.

Motion carried 4-1 by roll call vote with Councilman Lance Green voting no.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2025-19- Land Development Code (LDC) Amendment/Chapter 15 - Signs - Nonconforming signs

City Attorney Matt Jones read Ordinance No. 2025-19.

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF PORT ORANGE,VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 15 RELATING TO NONCONFORMING SIGNS TO INCENTIVIZE THE REMOVAL OF CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES IN EXCHANGE FOR THE ALLOWANCE OF RECONSTRUCTING BY AGREEMENT CERTAIN EXISTING NONCONFORMING SIGNS AND SIGN FACES ALONG THE I-95 CORRIDOR AND RIDGEWOOD AVENUE; REMOVING UNINTENDED DUPLICATE LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2025-19 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

    a. Volusia Flagler TPO - Councilman Jonathan Foley

Councilman Foley had nothing to report.

ADJOURNMENT - 7:56 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

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

LAST NAME—FIRST NAME—MIDDLE NAME Foley, Jonathan R	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council - City of Port Orange
MAILING ADDRESS 1000 City Center Circle	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Port Orange / COUNTY Volusia	NAME OF POLITICAL SUBDIVISION: City of Port Orange
DATE ON WHICH VOTE OCCURRED 10/7/2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

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

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

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

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Jonathan Foley, hereby disclose that on October 7, 20 25 :

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

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, ___ ;

___ inured to the special gain or loss of my relative, ___ ;

✓ inured to the special gain or loss of The Turn, Inc., by whom I am retained; or

___ inured to the special gain or loss of ___, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

The Turn, Inc. has applied for a special event permit for its Biketoberfest Event. Although I do not have any current contract(s) with The Turn, Inc., I have been engaged in the past and may be engaged in the future to perform services for the business. Thus, in order to avoid any appearance of impropriety, I am abstaining from the vote.

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

10/7/25
Date Filed

Signature

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

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B6a) Award of RSFQ #25-04 to Kimley-Horn & Associates, Inc. for the Design and Permitting Services for the Water Reclamation Facility Upgrades Project and approval of Task Authorization No. 1 for Phase 1 of said project in the amount of $1,716,299.08.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the award of Standard Contract for Services for RSFQ #25-04, Design and Permitting Services for the Water Reclamation Facility Upgrades to Kimley-Horn & Associates, Inc.; and approve Task Authorization No. 1 for an amount not to exceed $1,716,299.08; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Water Reclamation Facility was constructed in 1989. The treatment process and most of the equipment currently in operation were installed approximately 32 years ago. Over the years since the last plant upgrade, the existing treatment process equipment has been maintained or replaced as needed to keep the plant operating and treating the wastewater. In order to treat the wastewater in accordance with upcoming regulatory requirements from state and federal agencies, which will require more advanced treatment. The treatment plant will need to undergo a complete upgrade to improve the treatment to Advanced Wastewater Treatment (AWT) standards. New processes and equipment are now available as well as automation techniques which can be implemented to improve the treatment, efficiency, and enhance the reliability of the Water Reclamation Facility.

Task Authorization No. 1 (TA #1) will establish the basis of design for the planned upgrades to the City's wastewater treatment plant. This phase includes:

- **Preliminary design** for consolidating the two existing Master Lift Stations into a single facility at the plant.
- **Evaluation of biological treatment options**, including a comparative analysis of three potential treatment processes.
- **Preliminary design** of a new disinfection system to meet High-Level Disinfection (HLD) and Class I Reliability standards.
- **Preliminary design** of solids handling improvements.
- **Verification of hydraulic compatibility**, ensuring the proposed upgrades can be implemented while maintaining existing plant hydraulics.

- **Stormwater management improvements**, including preliminary design elements.
- **Conceptual planning** for support buildings and ancillary systems are required for the upgraded facility.

Upon completion of TA #1 and final selection of the treatment process, Task Authorization No. 2 will be issued and will include final design, permitting, and evaluation of funding options for the project. Specifically, the design team will provide engineering services to upgrade, replace, and/or rehabilitate every significant component of the Water Reclamation Facility, including:

- Improvements to the West Influent Master Pump Station
- Addition of influent prescreening
- Improvements to the headworks, including modifications to the screening structure and replacement of the grit units
- Improvements to the secondary process
- Improvements to the biosolids handling system
- Stormwater improvements to the site due to flooding issues
- Addition of a new Operations and Central Lab Building

In parallel with TA #1, the City will issue a Request for Statements of Qualifications (RFSQ) to procure a Construction Manager at Risk (CMAR). The selected CMAR firm will collaborate with City staff and the design team throughout the design process to ensure constructability and cost efficiency. Once the design reaches 90% completion, the CMAR will develop a Guaranteed Maximum Price (GMP) proposal for construction. Upon City Council approval of the GMP, construction will begin immediately.

Staff is requesting approval to award RSFQ #25-04 for Water Reclamation Facility Upgrades and Task Authorization No. 1 to Kimley-Horn & Associates, Inc. for $1,716,299.08.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. RFSQ 25-04 Standard Contract for Services	Kimley-Horan and Associates, Inc. RFSQ 25-04 Standard Contract for Services.pdf
2.	Task Authorization No 1 - PHASE 1 Design Basis for the Planned Water Reclamation Facility Upgrades	Task Authorization No 1 - PHASE 1 Design Basis for the Planned Water Reclamation Facility Upgrades.pdf
3.	Kimley-Horn complete submittal for City of Port Orange_RFSQ 25-04	Kimley-Horn complete submittal for City of Port Orange_RFSQ 25-04.pdf
4.	RFSQ #25-04 Evaluation Summary	RFSQ #25-04 Evaluation Summary.pdf
5.	RFSQ #25-04 Notice of Intent to Award	RFSQ #25-04 Notice of Intent to Award.pdf

6.	RFSQ #25-04 Notice of Public Meeting	RFSQ #25-04 Notice of Public Meeting.pdf
7.	RFSQ #25-04 Pre-Submittal Sign-In Sheet	RFSQ #25-04 Pre-Submittal Sign-In Sheet.pdf
8.	RFSQ #25-04 Water Reclamation Facility Upgrades	RFSQ #25-04 Water Reclamation Facility Upgrades.pdf
9.	Workers' Compensation and Leased Employee Affidavits_signed	Workers' Compensation and Leased Employee Affidavits_signed.pdf
10.	Kimley-Horn HTA	Kimley-Horn HTA.pdf
11.	WWTP Final Proposal Phase 1_rev1	WWTP Final Proposal Phase 1_rev1.pdf

Julia Wiggins	Created/Initiated - 09/18/2025
Richard Colby	Approved - 09/18/2025
Junos Reed	Approved - 09/30/2025
Linda Truitt	Approved - 09/30/2025
Matthew Jones	Approved - 10/08/2025
Wayne Clark	Final Approval - 10/08/2025

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2025**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Engineer"), a North Carolina corporation whose principal address is 421 Lafayette Street, Suite 600, Raleigh, North Carolina 27601. The City and Engineer are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Engineer hereby agrees to provide the design and permitting services for upgrades to the Water Reclamation Facility ("WRF") to include but not limited to: a new operations and central lab building, influent screening and grit removal, biological treatment process, secondary clarifiers, chemical feed systems, sludge processing, process controls, and flood protection, and as more specifically described in Request for Statement of Qualifications RFSQ 25-04 ("RFSQ 25-04"). This Contract together with RFSQ 25-04, and Engineer's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. A complete copy of RFSQ 25-04, and Engineer's submittal is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties and shall continue for a period of five (5) years (the "Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1."

(a) All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the explanation of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendment thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The

obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work of services performed under this Contract and/or the Task Authorization.

(b) No new or addition Task Authorization shall be issued after the original expiration date od this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Engineer at the pricing set forth in Task Authorizations; and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each fiscal year. The fee shall be negotiated for each project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of statement. Statements for lump sums shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data, as may be required by the Contract Administrator. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The City Engineer, Junos Reed ("Contract Manager"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

4. *Liens*. Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Engineer as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Engineer is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Engineer may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

8. *Examination of Records*

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

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

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

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

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

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

10. *Termination for Non-Appropriation of Funds*

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

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

11. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Engineer may use leased employees if the Engineer 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 Engineer using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

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

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

Should at any time the Engineer 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 Engineer 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 intentionally left blank]

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer 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 Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits: Coverage - $1,000,000	
☒	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

16. *Liability for Loss or Damage*.

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

17. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

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

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

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

23. *E-Verify*. Engineer 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 Engineer 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-Engineer during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Agreement in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Junos Reed, City Engineer
1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386) 506-5754

Engineer: Kimley-Horn and Associates, Inc.
Attention: M. Lewis Bryant, PE, Senior Vice President
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, Florida 32117
(239) 205-8822 - Telephone
lewis.bryant@kimley-horn.com - E-Mail

421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

M. Lewis Bryant, PE, Senior Vice President

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

RFSQ 25-04 Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. __
Standard Contract for RFSQ 25-04 Water Reclamation Facility ("WRF") Upgrades
dated _____, 2025
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to RFSQ 25-04 Water Reclamation Facility Upgrades, Phase __ _____; and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with _____ (__) _____ of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the pricesset forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$**_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____

M. Lewis Bryant, PE, Senior Vice President

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

TASK AUTHORIZATION NO. 1
Standard Contract for Services relating to RFSQ 25-04 Water Reclamation Facility ("WRF") Upgrades
dated _____, 2025
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to RFSQ 25-04 Water Reclamation Facility Upgrades, Phase 1 establishing the basis of design which shall include: Preliminary design for consolidating the two existing Master Lift Stations into a single facility at the plant; Evaluation of biological treatment options, including a comparative analysis of three potential treatment process; Preliminary design of a new disinfection system to meet High-Level Disinfection ("HLD") and Class I Reliability standards; Preliminary Design of solids handling improvements; Verification of hydraulic compatibility, ensuring the proposed upgrades can be implemented while maintaining existing plant hydraulics; Stormwater management improvements, including preliminary design elements; Conceptual planning for support buildings and ancillary systems are required for the upgraded facility; and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with twenty-four (24) months of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the pricesset forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$1,716,299.08**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-

negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____

M. Lewis Bryant, PE, Senior Vice President

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Engineer's Quote

Consisting of 8 Pages

Kimley»Horn

INDIVIDUAL PROJECT NO __

RFSQ #25-04 – WATER RECLAMATION FACILITY UPGRADES

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Consultant), and The City of Port Orange (the Client or the City) in accordance with the terms of the RFSQ #25-04 – Water Reclamation Facility Upgrades dated XXXX, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange. The City desires to rehabilitate the majority of the process components at the existing Water Reclamation Facility (WRF). The capacity will remain at 12.0 MGD. This scope of work is related to evaluating and finalizing the basis of design for the WRF. The services for the Final design, permitting, CMAR coordination, and Construction Phase services will be provided as a part of a separate Agreement.

The basis of design services for the WRF Rehabilitation will consist of the following:

- Concept for the expansion of the existing East Master Lift Station (EMLS) to accommodate all influent wastewater flows.
- Preliminary sizing and product specification for one prescreening structure at the modified EMLS.
- Establish limits of demolition of the existing West Master Lift Station (WMLS) and modification of the WRF influent piping.
- The City has directly purchased Hydro-Dyne screens to be installed at the existing headworks. The basis of design will provide a preliminary evaluation of the existing headworks structure to determine the potential for any additional modifications needed to improve screen performance. The existing headworks structure will also be evaluated for connection to proposed grit removal system.
- Establish limits and conceptual specifications for demolition of the existing grit removal units and the addition of three new Head Cell units at the Headworks.
- Prepare a preliminary evaluation of the existing hydraulic profile between the headworks and biological nutrient removal (BNR) tankage.
- Prepare a preliminary evaluation of a five-stage Bardenpho process as an alternate BNR process, including siting of additional required tankage and a preliminary biological process model.
- Configuration for the addition of a Moving Bed Biofilm Reactor (MBBR) to the existing biological treatment system. This includes preliminary sizing of the MBBR, internal recycle, and screening equipment.
- Preliminary specifications for rehabilitation of the existing secondary clarifiers.
- Opinions for replacement of RAS/WAS pumps with flow meters.
- Preliminary evaluation of the existing disinfection process to better meet high level disinfection and Class I Reliability requirements. This may require the addition of a second disinfection basin, improvements to the chemical feed and disinfection pumping systems, and residual monitoring / sampling.
- Preliminary evaluation of the existing solids handling system, including the potential

replacement of existing tankage and relocation of the solids handling processes to the neighboring parcel.

- Opinion for replacement of the existing belt filter presses. Evaluation of solids handling equipment including the tower press.
- Preliminary site piping evaluation to set the overall site hydraulics and identify the age and condition of the existing piping for evaluation of potential replacement schedules.
- Preliminary evaluation for stormwater management improvements, including a proposed stormwater master pump station, potential expansion of the stormwater holding ponds, and offsite stormwater piping.
- Concept for new operations building including a process control laboratory.
- Concept for new Maintenance building.
- Concept for new electrical building with field offices.
- Concept for site Electrical/Instrumentation/Controls improvements.
- Concept for site improvements for the proposed parcel to be acquired
- Prepare outline and schedule for associated FDEP Permitting

Per discussions with the City, the existing filtration and reclaimed water systems are sufficient and are therefore not included in this Agreement. With this project understanding in mind, the specific scope of services to be provided by Consultant is described below.

Specific Scope of Basic Services

<u>Task 1 – Project Management</u>

The Task 1 scope of services is for general project management, internal and external project meetings, data gathering, project coordination, project accounting, project administration, project status reports, and other management and administrative tasks related to Project.

A. Consultant will conduct an in-person Project initiation “kick-off” meeting and workshop with City engineering and operations staff. Consultant will prepare a meeting agenda and a meeting summary with action items. Consultant will prepare an “Initial Work Plan” for internal use and review by the City. The Initial Work Plan will contain a schedule of interim deliverables and design review workshops.

B. Consultant will request data from the City to include the following:

    1. Marked known locations of existing underground piping and electrical conduits

    2. Discharge Monitoring Reports

    3. Record Drawings

    4. Equipment Cut-Sheets

    5. Operational Data

C. Consultant will conduct weekly internal coordination meetings with the Consultant’s and Subconsultant’s design team.

D. Consultant will maintain a Decision Log (questions, review comments, responses, and

resolution) in order to document decisions made during design development.

E. Consultant will prepare monthly billing documentation, and general project and workload management for an assumed 9-month Basis of Design period.

F. Consultant will perform internal peer reviews and quality control reviews on all deliverables, internal documentation, meeting agendas, meeting minutes, and project correspondence.

G. Consultant will organize, schedule, and accompany Owner staff during equipment vendor meetings at 2025 WEFTEC in Chicago, IL.

H. Consultant will contract directly with Mead & Hunt to perform preliminary design of the biological process improvements, including any associated structural evaluation. Mead & Hunt will also provide preliminary design services for the Operations and Central Lab Buildings. Mead & Hunt's scope is enclosed herein as Attachment A.

I. Consultant will contract directly with the electrical subconsultant, Bailey Engineering Consultants (BEC) to perform associated preliminary electrical design components. BEC's scope is enclosed herein as Attachment B.

J. Consultant will contract directly with the survey subconsultant Southeastern Surveying and Mapping Corporation (SSMC) to provide a boundary and topographic survey of the site. SSMC's scope is provided herein as Attachment C.

K. Consultant will conduct regular project update/review meetings with City staff. The meetings will include schedule updates, and process design/equipment selection reviews as needed to support the design development.

<u>Task 2 – Basis of Design Report</u>

Task 2 services are for the preparation of the Basis of Design Report (BODR). Services will include review of available "as-built" record drawing documentation, and review of operational data where applicable.

A. Consultant will prepare a WRF Basis of Design Report (BODR). The BODR will consist of preliminary design assumptions, preliminary process calculations, conceptual drawings, preliminary electrical requirements, descriptions and estimated sizes of the major equipment components, general equipment configurations and summary specifications. An initial Engineer's Opinion of Probable Construction Cost (OPCC) will be provided for the recommended improvements. In preparing the BODR, Consultant will perform the following specific services:

1. Evaluate the existing influent wastewater piping and consider the decommissioning of the West MLS. Evaluate the rerouting of all influent wastewater flows to the East MLS and expand the East MLS to handle all flows. The addition of a prescreening structure and replacement of the existing odor control unit will be evaluated.

2. Evaluate the headworks improvements, including structural modifications to the screenings channels and the addition of three Head Cell grit removal units. The evaluation includes an operational review of the existing Hydrodyne screens for operations and maintenance access. Evaluate the integration of the grit system including grit washing and disposal locations. The structure layout will be reviewed for

proper roadway access for screenings and grit hauling.

3. Evaluate the process BNR improvements, including Moving Bed Biofilm Reactor (MBBR), five-stage Bardenpho process, and Membrane Bioreactor (MBR) process. Consultant will use the data collected from site visits, engineering and operations staff discussions, and biological and hydraulic modeling results to develop process treatment and capacity alternatives designed to meet 12 MGD AADF with AWT effluent. The alternatives consist of:

    a. The MBBR conversion as detailed in the WRF Facility Plan and a preliminary evaluation of the hydraulic capacity of the secondary clarifiers and identify the components recommended for rehabilitation. The hydraulic evaluation will review flows up to 30 MGD to account for “storm level” hydraulic surges. This evaluation will be completed by Mead & Hunt as outlined in their scope of services.

    b. Evaluate the conversion of the existing 12 MGD AADF capacity A2O process to 6 MGD AADF capacity 5-Stage Bardenpho process while maintaining a 12 MGD AADF capacity through process modifications utilizing existing tankage.

    c. Evaluate the conversion of the 12 MGD AADF capacity A2O process to 6 MGD AADF capacity 5-Stage Bardenpho process and the addition of a second 6 MGD AADF Capacity 5-Stage Bardenpho process train sited on the west side of the plant.

    d. Evaluate the conversion of the 12 MGD AADF capacity A2O process to 12 MGD AADF capacity membrane bioreactor (MBR) process. This would include the evaluation of reusing the existing clarifiers or sludge holding tanks for MBR conversion, or the installation of new MBR tankage.

4. Each process alternative will include a conceptual site sketch, preliminary process flow diagram, engineer’s opinion of probable construction cost, and 20-year life cycle cost. Additionally, each alternative will identify potential modifications required for the existing facility.

    a. This includes the review of the record drawings from the existing BNR design.

    b. An operational review and summary of the existing tankage onsite, including documentation of the remaining useful life and condition of the equipment.

    c. Review the biological and nutrient removal goals for the facility. This will be based on regulatory and operational needs with direction from City staff for the design goals of the system to meet current and potential future requirements.

    d. Review the need for additional equalization volume and capacity. Review historical flow rates and update peaking factors. Determine the necessary equalization volume based on the updated flow rates and peaking factors.

    e. Evaluate biological process configuration and controls. Provide process

and control recommendations to meet the City's stated treatment goals.

f. Document operational system differences at flow rates ranging from 7 MGD to 30 MGD to establish baseline operating protocols.

5. Evaluate the potential impact on the hydraulic flow through the existing tertiary filters. No improvements to the filters are planned, but an evaluation of the hydraulics through this process should be completed for confirmation.

6. Evaluate the existing disinfection system. This currently includes a reaeration tank and a disinfection tank. The reaeration tank is used as the redundant disinfection tank. This system will be evaluated to ensure compliance with high level disinfection and Class I Reliability requirements. Modification or replacement of the infrastructure may be necessary. This evaluation includes a review of the effluent pumping systems connected to the structure to ensure that the design can account for flows to every disposal system with a control system review to ensure compliant operations can be maintained in emergency operations.

7. Evaluate the existing chemical feed and disinfection pumping systems and recommend necessary improvements.

8. Evaluate the existing solids handling system. This evaluation includes the potential to relocate the solids handling system to the adjacent parcel which is proposed to be acquired. This may include the relocation of digester, sludge holding tank, solids dewatering building, and solids drying beds. The repurposing or demolition of existing infrastructure will be considered for overall site planning purposes.

9. Evaluate options to provide flow equalization with either side-stream or pass-through flow diversion

10. Evaluate specific equipment for the belt filter press replacement, including the higher capacity tower press. Identify required equipment for operations such as polymer feed system and other operational controls.

11. Prepare a preliminary layout of the solids handling building for operations and maintenance review.

12. Evaluate the City's loan capacity and business planning update for each of the evaluated alternatives. Prepare Facility Plan Amendment #2 for WW64040. This will be completed by Mead & Hunt as outlined in their scope of services.

13. Coordinate with plant operations staff to develop a maintenance of plant operations (MOPO) plan. This includes a construction sequencing plan, temporary facilities, operational requirements, or permitting needs for the integration of the proposed improvements during construction.

14. Evaluate the existing electrical system and provide recommendations on necessary upgrades and determine if there is sufficient capacity to accommodate the proposed

equipment. Evaluate the existing control system and provide recommendations on upgrades, process and instrumentation diagrams, and any identified upgrades required to existing infrastructure.

15. Schedule and conduct site visits and/or factory tours of major equipment to aid in selection of equipment. This task includes a travel budget to meet with manufacturer representatives with City staff at conferences, sites, or to manufacturing facilities.

16. Prepare a list of anticipated technical specifications and construction drawings for the WRF Rehabilitation Project.

17. Perform a desktop evaluation of the existing site stormwater system and identify improvements required to support the WRF Rehabilitation. Additional impervious area is anticipated with this project, and as such, large structures will be added to the site which could affect the surface transport of runoff. This preliminary evaluation is intended to identify any potential conflicts that may arise due to the proposed construction. The evaluation will include an analysis summary and list of anticipated permit requirements.

18. A preliminary evaluation of the capacity and sufficiency of the existing stormwater management facilities. Logistics evaluation for potential stormwater pumping system to pump stormwater directly to the Halifax River. This will incorporate the review of the existing stormwater pumping system. The storm system infrastructure will be reviewed for compliance with current regulations and storm requirements.

19. Prepare a draft BODR in compliance with FAC 62-620 for review by City staff. Conduct Workshops to review the draft BODR. Up to three workshops are anticipated to review the different aspects of the project. These are projected to be: Process requirements, equipment review and selection, and electrical instrumentation and controls.

20. Prepare an Engineer's Opinion of Probable Construction Cost for the recommended improvements based on vendor supplied pricing, recent bids of similar facilities, published data, and engineering judgement. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

21. The City will provide staff comments for review during BODR review workshop. Comments received will be incorporated into the final BODR. Consultant will submit electronically signed and sealed final *Basis of Design Report for the WRF Rehabilitation Project* to City for record as an electronic deliverable.

Kimley»Horn

Deliverables – Task 2

- Basis of Design Draft Report addressing facility improvements provided in PDF format. This will consist of the report narrative, process flow diagram, process and instrumentation diagram, equipment cut sheets, preliminary site layout, and OPCC.

- Basis of Design Final Report addressing facility improvements provided in PDF format. This will consist of the report narrative, process flow diagram, process and instrumentation diagram, equipment cut sheets, preliminary site layout, and OPCC.

Task 3 – Subconsultants and Reimbursables

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 5%.

Mead & Hunt – Preliminary Biological process design, preliminary design services associated with the Operations and Central Lab buildings, and grant funding/business planning will be performed by Mead & Hunt. The scope of services included is detailed in their proposal and is included herein.

Electrical – Electrical engineering preliminary design services will be performed by Bailey Engineering Consultants, Inc. (BEC). The scope of services included is detailed in their proposal and is included herein.

Surveying and SUE – Certified design surveys will be performed by Southeastern. The scope of work included is detailed in their proposal and attached herein.

Schedule:

It is anticipated that these services will be completed within 9-months from Notice-to-Proceed. Consultant will begin its services within 7 calendar days upon receipt of an executed agreement.

Deliverables:

Deliverables for this project include the following:

- Basis of Design Report

Method of Compensation:

Consultant will perform these services for the total lump sum fee of $1,716,299.08, inclusive of expenses. Invoices will be billed on a percent-complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	**Project Management**	**$216,000.00**
2	**Basis of Design Report**	**$777,857.58**
	West/East Master Lift Stations	*$66,326.98*
	Headworks	*$69,684.64*
	Biological Process	*$135,000.00*
	Disinfection	*$43,718.76*
	Solids Handling System	*$177,966.68*

	Site and Stormwater System	*$285,160.52*
3	**Subconsultants and Reimbursables**	**$722,441.50**
	Mead & Hunt	*$196,879.00*
	Bailey Engineering Consultants	*$158,840.00*
	Southeastern Surveying	*$301,046.00*
Total		**$1,716,299.08**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

Additional Services:

Any services not specifically provided for in the above scope, as well as any changes in the City's requests, will be considered additional services and will be performed for an agreed upon fee or at our then current hourly rates. The following services are not included in this Scope, but can be provided for an additional fee:

1. Meetings at the City's request in excess of those specifically expressed in the aforementioned tasks including public meetings.

2. Design Services. Design Services will be provided under a separate task order.

3. Construction Phase Services. Construction Phase Services will be provided under a separate task order.

4. Permitting Services. Permitting Services will be provided under a separate task order.

5. CMAR Coordination Services. CMAR Coordination Services will be provided under a separate task order.

6. Any services not specifically identified in the Scope of Services.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

BY: ***See COPO Task Authorization No. 1 Page 4***

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Joseph P. Mecca, PE

TITLE: Sr. Vice President

DATE:_____

WATER RECLAMATION
FACILITY UPGRADES

RFSQ #25-04

City of Port Orange

Kimley»Horn

Expect More. Experience Better.

IWFLDAYT003516.2024

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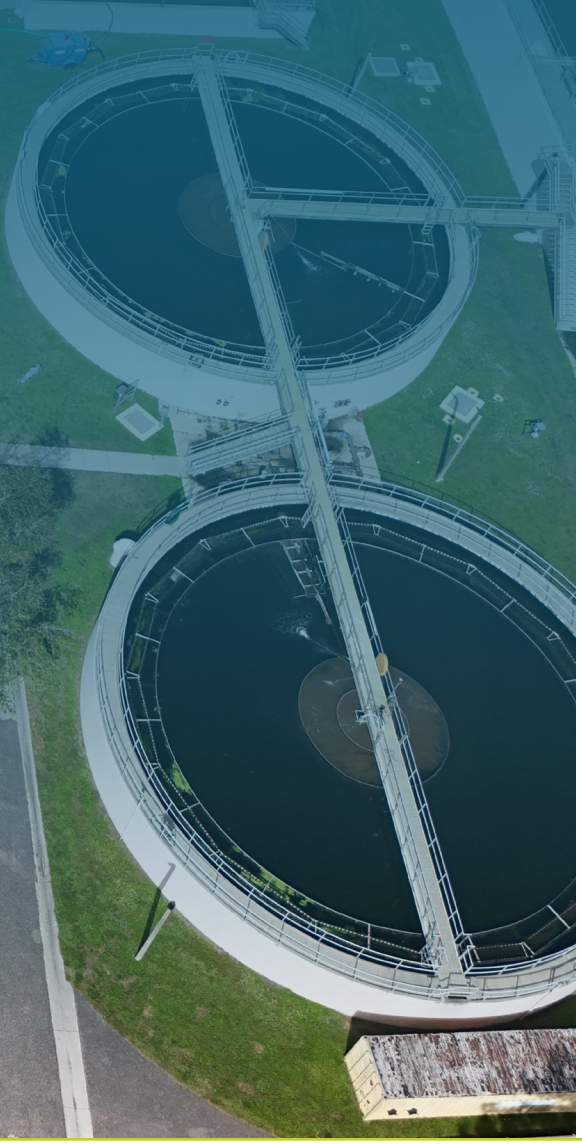
STATEMENT OF INTEREST

December 16, 2024

City of Port Orange
Purchasing Division
Attn: Jill Poolman, NIGP-CPP, CPPO, CPPB, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

KIMLEY-HORN
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, FL 32117
386.271.0282



RE: Water Reclamation Facility Upgrades; RFSQ #25-04

Dear Members of the Selection Committee:

As the City of Port Orange embarks upon its selection of a qualified firm to provide design and permitting services for the Water Reclamation Facility Upgrades. Kimley-Horn would like to express our sincere desire to serve the City in this critical role.

For the past 57 years, **Kimley-Horn** has successfully designed and implemented efficient and cost-effective engineering solutions for communities throughout Florida. As a national multidisciplinary consultant with a local presence, we have the tools and resources to provide you with the highest-quality services on this contract. Kimley-Horn believes that our project team offers the following key advantages pertaining to the City of Port Orange's RFSQ #25-04.

UNDERSTANDING OF SCOPE OF SERVICES. Our project team understands that the City of Port Orange is seeking a consultant to provide design and permitting services for upgrades at the City's Water Reclamation Facility. This complex project will include preliminary engineering services, including site survey, geotechnical investigation, stormwater vulnerability evaluation, conceptual site layout, final design, and permitting assistance. Furthermore, our project team understands the scope of work will require partnering with City staff to maintain a continuous and consistent line of communication. We also understand the City will expect the design to consider operability, maintenance, and construction cost. Our experience and understanding of the WRF needs through our recent design and modeling projects with the City, as well as teaming with our trusted partner Mead & Hunt, provides us with a deep understanding of the challenges presented by the project. Mead & Hunt recently completed the City's Wastewater Facility Plan and understands all the facility upgrades needed.

The overall project includes engineering services to upgrade, replace, and/or rehabilitate every significant component of the WRF, including:

- Improvements to the West Influent Master Pump Station
- Addition of influent prescreening screening
- Improvements to the headworks, including modifications to the screening structure and replacement of the grit units
- Improvements to the secondary process
- Improvements to the biosolids handling system
- Stormwater improvements to the site due to flooding issues
- Addition of a new Operations and Central Lab Building

UNMATCHED TECHNICAL EXCELLENCE AND EXPERIENCED UTILITIES TEAM. We offer the City of Port Orange a highly technical and qualified core team to design your WRF upgrades. Our staff has extensive experience with wastewater treatment design ranging from basic secondary facilities to advanced nutrient removal facilities.

EXPERIENCED STAFF FAMILIAR WITH THE CITY OF PORT ORANGE. For over 20 years, Kimley-Horn has an established relationship with the City of Port Orange. **Nicole McConnell, PE** will serve as project manager. With her more than 18 years of experience, she has designed multiple wastewater treatment facilities throughout the State of Florida. Working closely with Nicole is **Brad Blais, PE**, who with **Mead & Hunt**, will serve as Biological Process Team Leader. Brad brings more than 33 years of experience designing wastewater treatment facilities for clients in Central Florida. **Steve Romano, PE** and **Lewis Bryant, PE** will serve in key roles to help ensure the sucess of this project. Steve and Lewis bring additional local Port Orange knowledge, having worked with the City for the past several years, including multiple projects at the WRF and throughout the City's wastewater collection system.

In selecting Kimley-Horn for the Water Reclamation Facility Upgrades design, the City of Port Orange will have a partner with a proven track record, local knowledge, and an unparalleled commitment to quality. We can help drive your vision for upgraded, resilient, and an efficient facility designed and built with cost in mind. We eagerly look forward to the opportunity to continue serving and enhancing the well-being of the Port Orange community under this contract.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

NICOLE MCCONNELL, PE
Project Manager/Associate

M. LEWIS BRYANT, PE
QC/QA Advisor/Senior Vice President*

**As Senior Vice President, Lewis is legally authorized to bind the firm.*

YOUR SELECTION CRITERIA FOR THIS PROJECT

30% TAB B – Company Profile – History and Qualifications of Firm

- ✓ History of copmleting projects locally, throughout Florida, and natonally
- ✓ Capacity to deliver on-time
- ✓ Experience with scope of work required

30% TAB C – Qualifications, Professional License, Certifications of the Firm's Key Personnel

- ✓ Key staff with relevant experience
- ✓ Team effeciently managed to deliver this project within schedule

20% TAB D – Quality of Innovative Approach and Value-Added Services

- ✓ Well thought-out approach
- ✓ History of providing innovative solutions resulting in cost savings

10% TAB E – Financial Stability/Litigation and Debarment History

- ✓ Financially strong
- ✓ Ready to perform all services as outlined in this RFSQ

10% TAB F – References

- ✓ History of exceptional client service throughout the Sunshine State and beyond

100% Ready to Serve = KIMLEY-HORN

A

REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENT'S SUBMITTAL CHECKLIST

X Form 9.2 – Respondent's Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Public Entity Crimes Statement

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Respondent's Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Proof of E-Verify from website (My Company Profile)

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

X Form 9.13 – Affidavit of Compliance With F.S. 287.138

X Form 9.14 – Non-Disclosure Agreement for Confidential Materiel

X Exhibit "A" – Description of Confidential Material

N/A Form 9.15 – No Submittal Request Form (Only complete and return if not submitting a response.)

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

N/A If applicable – copy of county business license of primary business operations

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Kimley-Horn and Associates, Inc.
Name of Business

Malcolm
Authorized Signature

12/09/2024
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENT'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

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 statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☒Exceptions (list below; add additional pages if necessary):

Please see exceptions on following pages.

Kimley-Horn and Associates, Inc.
Name of Business

1530 Cornerstone Boulevard Building 1, Suite 200
Mailing Address

Authorized Signature

Daytona Beach, FL 32117
City, State & Zip Code

M. Lewis Bryant, PE, Senior Vice President
Printed Name and Title

239.205.8822
Telephone Number

56-0885615
Federal Identification No.

lewis.briant@kimley-horn.com
E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 9 day of December, 2024, by M. Lewis Bryant, PE and who:

☑is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

This document must be completed and returned with your submittal

Kimley-Horn requests all references to the services being performed by a "Contractor" be removed and replaced with "Engineer".

Kimley-Horn requests the following changes to be made to the Task Authorization:

- Item 5 – Performance Bond

~~Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "__," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.~~

"We respectfully request that the requirements for payment and performance bonds be removed as these types of bonds are not applicable to the services of design professionals."

Kimley-Horn requests the following changes be made to Section 5 - General Terms and Conditions:

- Item 37. Indemnification/Hold Harmless

~~Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.~~

Kimley-Horn requests that the above-referenced section be modified to comply with Florida State Statute 725.08. Suggested language: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

- Item 46. 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 Proposer shall not constitute a cognizable defense against the legal effect thereof. ~~Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.~~

Kimley-Horn requests the following changes be made to the City's Sample Master Contract:

- Item 1 (b). Provision of Services, Manner and Place
  Manner and Place: As outlined in __, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. ~~Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk~~

~~of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.~~

The last section is for contractor services and not design professionals.

- Item 11. Insurance, first paragraph

  Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For ~~workers' compensation coverage~~ workers' compensation and professional liability, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured ~~for workers' compensation.~~ The City shall not accept Workers' Compensation Exemptions Engineer may use leased employees if the Engineer 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 Engineer 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.

  Items 17, 18 and 19 apply to contractors and not design professionals. We request these items be removed:

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

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

~~2. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.~~

~~3. *Inspection*~~

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

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

~~(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.~~

- Item 20. Liability for Loss or Damage

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

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

Kimley-Horn requests that the above-referenced section be modified to comply with Florida State Statute 725.08. Suggested language: "The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract."

Add Item 30. Florida State Statute 558.0035

Please add new Provision, item #30, which will read: Florida Statute 558.0035

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

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 all published Addenda and Change Order procedures:

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

M. Lewis Bryant, PE, Senior Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

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

13 day of December, 2024, by M. Lewis Bryant, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

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

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – 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 statement 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 statements will be followed if none of the tied respondents 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 request, 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 faither 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.

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

M. Lewis Bryant, PE, Senior Vice President
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of December, 2024, by M. LEWIS BRYANT, PE and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

This document must be completed and returned with your Submittal

FORM 9.5 – 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 M. Lewis Bryant, PE, who, being by me first duly sworn, made the following statement:

1. The business address of 1530 Cornerstone Blvd. Building 1, Suite 200, Daytona Beach, FL 32117 (name of Respondent or business) is Kimley-Horn and Associates, Inc.
2. My relationship to Kimley-Horn and Associates, Inc. (name of Offeror or business) is Senior Vice President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

M. Lewis Bryant, PE, Senior Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of December, 2024, by M. LEWIS BRYANT, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'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 RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Kimley-Horn and Associates, Inc.

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

PRINTED SIGNATURE: M. Lewis Bryant, PE

TITLE: Senior Vice President

ADDRESS: 1530 Cornerstone Blvd. Building 1, Suite 200

CITY, STATE AND ZIP CODE: Daytona Beach, FL 32117

TELEPHONE: 239.205.8822

F.E.I.N.: 56-0885615

NO statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'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 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Kimley-Horn and Associates, Inc.

B. Permanent main office address: 1530 Cornerstone Blvd. Building 1, Suite 200, Daytona Beach, FL 32117

C. Date organized: 02/10/1967

D. If a corporation, where incorporated: North Carolina

E. How many years have you been engaged in the business under your present firm or trade name? 57

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. Have you ever failed to complete any work awarded to you? If so, where and why? No

H. Have you ever defaulted on a contract? If so, where and why? No

I. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL.**

J. List the projects related to the work in this RFSQ recently completed by your company, showing the cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**

K. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**

L. Credit currently available: $10 million

M. Give bank name, contact name and phone number: Wells Fargo Bank, Michael Pugsley, 919.881.6469

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 compromising the Statement Qualifications.

Kimley-Horn and Associates, Inc.
Name of Business

Authorized Signature

M. Lewis Bryant, PE, Senior Vice President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 9 day of December, 2024, by M. LEWIS BRYANT, PE and who:

☑is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

Printed, typed or stamped name, commission and expiration:

Notary Public, State of FL

This document must be completed and returned with your Submittal

WELLS FARGO

January 16, 2024

Re: Kimley-Horn and Associates, Inc.

To Whom It May Concern:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") has been a satisfactory customer of Wells Fargo Bank, N.A. for over thirty-five years. The Bank has provided Kimley-Horn with deposit accounts, loans and other Bank services that have been handled in a satisfactory, responsible and professional manner.

Kimley-Horn maintains deposit balances that have averaged an eight figure value in the last twelve months.

Wells Fargo provides Kimley-Horn a committed line of credit of an eight figure value. The line of credit has no outstanding balance as of the date of this letter.

Wells Fargo and its affiliates provides Kimley-Horn investment management services on a fixed income portfolio that averages an eight figure value.

Wells Fargo is pleased with Kimley-Horn's banking relationship and hopes to provide banking services to the company in the future.

If you have any questions or would like additional information, please contact me at (919) 881-6469.

Sincerely,

Michael Pugsley
Relationship Manager
Triangle Eastern NC Middle Market Banking

Together we'll go far

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

ADDITIONAL INFORMATION

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

With over 8,500 employees across the United States, Kimley-Horn has thousands of active contracts at any given time. It would be impractical to include contract amounts and anticipated dates of completion for each for all contracts Kimley-Horn currently has open. However, a list of open contracts for the specific project manager assigned to this contract can be found below. The anticipated completion date of various contacts and projects will not impact the delivery of this facility and the team we have proposed is immediately available to begin working for the City of Port Orange. Detailed information regarding availability of our proposed team can be found in TAB C.

Project Name	Project Type	Client	Total Contract Value	Estimated Completion
PORT ORANGE WFP	Water Master Planning	CITY OF PORT ORANGE, FL	$277,151.00	3/2025
EAST MASTER LS CA SERVICE	Wastewater Pumping	CITY OF PORT ORANGE, FL	$165,028.00	12/2025
LOWES LS	Wastewater Pumping	CITY OF PORT ORANGE, FL	$84,738.00	1/2025
WILLIAMSON REGIONAL LS	Wastewater Pumping	CITY OF PORT ORANGE, FL	$155,662.00	6/2025
SUGAR FOREST LS	Wastewater Pumping	CITY OF PORT ORANGE, FL	$152,890.00	6/2025
TH WEST CA SERVICES	Wastewater Pumping	CITY OF PORT ORANGE, FL	$90,904.00	12/2025
LEISURE CIR SEWER REPLACE	Pipe Line Renewal/ Rehabilitation	CITY OF PORT ORANGE, FL	$31,590.00	1/2025
OCEANS CA SERVICES	Wastewater Pumping	CITY OF PORT ORANGE, FL	$100,427.00	12/2025

CHRISTIANCY CA SERVICES	Wastewater Pumping	CITY OF PORT ORANGE, FL	$93,774.00	12/2025
OB WWTP PERMIT RENEWAL	Wastewater Treatment	CITY OF ORMOND BEACH, FL	$45,800.00	5/2025
ORMOND BEACH FILTER REHAB	Wastewater Treatment	CITY OF ORMOND BEACH, FL	$351,955.00	8/2025
EDGEWATER LS 1 GENERATOR	Wastewater Pumping	CITY OF EDGEWATER, FL	$24,500.00	2/2025
EDGEWATER LS 2 GENERATOR	Wastewater Pumping	CITY OF EDGEWATER, FL	$24,500.00	2/2025
AIRPARK ROAD WM EXTENSION	Water Transmission/ Distribution	CITY OF EDGEWATER, FL	$90,500.00	12/2025
BMAP WW TREATMENT PLAN	Divided Highway/ State Route	CITY OF KISSIMMEE, FL	$28,760.00	12/2025
NORTH PENINSULA FM	Wastewater Force Main	CENTRAL STATES WATER RESOURCES, INC.	$17,7627.00	1/2025
RADIANCE OFFSITE UTILS	Wastewater Force Main	RADIANCE COMMUNITY DEVELOPMENT DISTRICT	$1,348,118.01	12/2024

J. List your major equipment currently owned or leased: N/A

K. Experience in work similar to this type of project:

Kimley-Horn has been serving municipal clients for 57 years; our long-standing experience on municipal contracts means you will receive unmatched service, responsiveness, and essential local knowledge. We have provided a more comprehensive list of experience on similar projects in TAB B.

L. Background and experience of the principal members of your organization, including the officers:

Detailed background and experience of our team members are provided in TAB C.

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 500 Kimley-Horn employees, none of which own 3% or more of the outstanding shares. General information for the principal members of our firm is provided below.

PRINCIPAL OFFICERS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Steven E. Lefton, President, CEO	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Aaron W. Nathan, Chief Operating Officer, Executive Vice President	801 Cherry Street, Unit 1, Suite 301, Fort Worth, TX 76102
Richard N. Cook, Secretary, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Tammy L. Flanagan, CFO, Executive Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
David L. McEntee, Senior Vice President, Treasurer	421 Fayetteville Street, Suite 600, Raleigh, NC 27601

DIRECTORS:

Names/Titles	Business Address
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Stephen W. Blakley, Jr., Senior Vice President	200 South Tryon Street, Suite 200, Charlotte, NC 28202
Scott W. Colvin, Executive Vice President	4582 South Ulster Street, Suite 1500, Denver, CO 80237

Bill Dvorak, Jr., Executive Vice President	115 North Liberty Street Jackson, TN 3830
Tammy L. Flanagan, Executive Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Ashley M. Frysinger, Senior Vice President	11700 Katy Freeway, Suite 800, Houston, TX 77079
Brian A. Good, Senior Vice President	445 24th Street, Vero Beach, FL 32960
Jennifer L. Harry, Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101
Joseph D. Kaltsas, Executive Vice President	401 B. Street, Suite 600, San Diego, CA 92101
Steven E. Lefton, President, CEO	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Brent H. Mutti, Executive Vice President	1001 West Southern Avenue, Suite 131, Mesa, AZ 85210
Aaron W. Nathan, Executive Vice President, Chief Operating Officer	801 Cherry Street, Unit 1, Suite 301, Fort Worth, TX 76102
Kevin M. Schanen, Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent 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: Sunshine Water Services

   Contact Person: Bryan Gongre

   City, State: Altamonte Springs, FL

   Telephone Number: 321.972.0360

   Email Address: bryan.gongre@sunshinewater.com

   Description of goods/services provided: Approximately 90 projects since 2018, including multiple WWTP.

   Contract Amount: Varies by project. Apporx $2,000 to more than $430,000.

   Start/End Date of Contract: Multiple contracts since 2018. Ongoing.

2. Company Name: City of Vero Beach

   Contact Person: Rob Bolton

   City, State: Vero Beach, FL

   Telephone Number: 772.978.5220

   Email Address: rbolton@covb.org

   Description of goods/services provided: Various utility projects, including work on the 4.5 MGD WWTF, a relocation study, headworks eval, biosolids upgrade; emergency response plan, and more.

   Contract Amount: Varies by project.

   Start/End Date of Contract: Numerous contracts since 2000. Ongoing.

3. Company Name: Manatee County

   Contact Person: Jeff Streitmatter

   City, State: Bradenton, FL

   Telephone Number: 941.708.7450

   Email Address: jeff.streitmatter@mymanatee.org

   Description of goods/services provided: Various major and minor utility engineering projects such as design for a 7.5 MGD WRF, master lift stations, force mains, headworks, preparation of grant applications, and more.

   Contract Amount: Varies by project.

   Start/End Date of Contract: Multiple contracts since 2000. Ongoing.

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

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

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

1. Contact Name: John Luczynski

   Phone: 941.724.4473

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 15

   Description of service: West Villages South Waste Water Reclamation Facitlity design. Kimley-Horn responsible for the design of the 2 MGD WWRF completed on an aggressive schedule.

2. Contact Name: Bryan Schmalz

   Phone: 352.414.5454 ext 4105

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 5

   Description of service: Design, permitting, and construction administration services for a 2.5-MGD AADF (5.0-MGD buildout capacity) WRF with advanced wastewater treatment capability and public access reclaimed water system.

3. Contact Name: Matt Hermanson, PE

   Phone: 239.567.5159

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 21

   Description of service: Kimley-Horn is providing the design services for the water reclamation facility expansion from 1.0 MGD capacity to 3.0 MGD capacity and preparation for the ultimate buildout of 7.0 MGD.

This document must be completed and returned with your Submittal

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Nicole McConnell, PE	Project Manager	386.271.0274
M. Lewis Bryant, PE	Senior Vice President	239.205.8822
Steve Romano, PE	Vice President	407.427.1673
Jon Martin, PE	Senior Vice President	407.427.1686

*see additional below signature

Authorized Signature

M. Lewis Bryant, PE

Print Name of Authorized Signature

Lance Littrell, PE	Vice President	407.412.7544

This document must be completed and returned with your Submittal

FORM 9.10 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, M. Lewis Bryant, PE, Senior Vice President, on behalf
(Print Name and Title)
of Kimley-Horn and Associates, Inc. ("Company"), certify that Kimley-Horn and Associates, 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.

Kimley-Horn and Associates, Inc.	
COMPANY NAME	SIGNATURE
M. Lewis Bryant, PE	Senior Vice President
PRINT NAME	TITLE
STATE OF FLORIDA	COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of December, 2024, by M. LEWIS BRYANT, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

_____ Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Water Reclamation Facility Upgrades

Solicitation Number: RFSQ #25-04

I, the undersigned hereby certify that Kimley-Horn and Associates, 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 Kimley-Horn and Associates, 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.

M.Lewis Bryant, PE, Senior Vice President
Print or Type Name, Title

Signature of Affiant

56-0885615
Federal Employer ID Number (FEIN)

2023677
E-Verify Number

STATE OF FLORIDA

COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 2024, by M. LEWIS BRYANT, PE and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

This document to be completed and returned with your submittal

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

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

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

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

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

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

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

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services

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

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

with all E-Verify policies and procedures.

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

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

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. (Employer) hereby designates and appoint (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 375667 Client Company ID Number: 2023677

Approved by:

Employer Kimley-Horn and Associates, Inc.	
Name (Please Type or Print) Lori Hall	Title
Signature Electronically Signed	Date 11/17/2022
E-Verify Employer Agent Sterling Infosystems Inc.	
Name (Please Type or Print) Natalie Bollinger	Title
Signature Electronically Signed	Date 11/17/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/17/2022

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 375667

Client Company ID Number: 2023677

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kimley-Horn and Associates, Inc.
Company Facility Address	421 Fayetteville Street Suite 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560885615
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)

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

NC	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 375667 **Client Company ID Number:** 2023677

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

Name	Lori Hall
Phone Number	7036741322
Fax	
Email	lori.hall@kimley-horn.com

This list represents the first 20 Program Administrators listed for this company.

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name
Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID
2023677

Enrollment Date
Nov 16, 2022

Employer Identification Number (EIN)
560885615

Unique Entity Identifier (UEI)
DS7JWCWDLQU7

DUNS Number
061099131

Total Number of Employees
5,000 to 9,999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

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

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

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

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

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

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

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services

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

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

with all E-Verify policies and procedures.

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

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

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. (Employer) hereby designates and appoint (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 375667 Client Company ID Number: 2023677

Approved by:

Employer Kimley-Horn and Associates, Inc.	
Name (Please Type or Print) Lori Hall	Title
Signature Electronically Signed	Date 11/17/2022
E-Verify Employer Agent Sterling Infosystems Inc.	
Name (Please Type or Print) Natalie Bollinger	Title
Signature Electronically Signed	Date 11/17/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/17/2022

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 375667 **Client Company ID Number:** 2023677

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kimley-Horn and Associates, Inc.
Company Facility Address	421 Fayetteville Street Suite 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560885615
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)

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

NC	1

Company ID Number: 375667 **Client Company ID Number:** 2023677

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

Name	Lori Hall
Phone Number	7036741322
Fax	
Email	lori.hall@kimley-horn.com

This list represents the first 20 Program Administrators listed for this company.

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name
Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID
2023677

Enrollment Date
Nov 16, 2022

Employer Identification Number (EIN)
560885615

Unique Entity Identifier (UEI)
DS7JWCWDLQU7

DUNS Number
061099131

Total Number of Employees
5,000 to 9,999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

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). 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. This certification 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. The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies 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).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
   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.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature of Contractor's Authorized Official

12/09/2024

Date

M. Lewis Bryant, PE, Senior Vice President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.13 – 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 Senior Vice President of Kimley-Horn and Associates, 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: December 9, 2024 Signed: _____

Entity: Kimley-Horn and Associates, Inc. Name: M. Lewis Bryant, PE

Title: Senior Vice President

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of December, 2024, by M LEWIS BRYANT and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

MYRTHA McCLELLAN

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

NOTARY PUBLIC STATE OF FLORIDA
MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

My commission expires: 5/16/2026

This document must be completed and returned with your Submittal

FROM 9.14 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFSQ #25-04

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Kimley-Horn and Associates, Inc.

Address: 1530 Cornerstone Boulevard Building 1, Suite 200, Daytona Beach, FL 32117

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: Jill Poolman

TITLE: Purchasing Manager

DATE: 12-16-24

Respondent

BY: _____

NAME: M. Lewis Bryant, PE

TITLE: Senior Vice President

DATE: 12/9/2024

ATTEST:

BY: _____

NAME: Gillian Sweeney

TITLE: Marketing Coordinator

DATE: 12/9/2024

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Kimley-Horn financial statements as of and for the years ended December 31, 2023 and 2022. These are sealed in an envelope labled "confidential."

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, Kimley-Horn and Associates, Inc., 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

M. Lewis Bryant, PE, Senior Vice President

Name & Title of Contractor's Authorized Official

Date: 12/09/2024

FORM 9.15 – NO SUBMITTAL FORM has been intentionally omitted as it is not applicable to the proposal submitted by Kimley-Horn and Associates, Inc.

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number	821359
FEI/EIN Number	56-0885615
Date Filed	04/24/1968
State	NC
Status	ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/03/2024

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/03/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/14/2008

Address Changed: 01/24/2017

Officer/Director Detail

Name & Address

Title Senior Vice President

Nathan, Aaron W
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Schanen, Kevin M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Blakely, Stephen
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Kaltsas, Joseph D.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Mutti, Brent H.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Colvin, Scott W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Chairman

Barber, Barry L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Frysinger, Ashley M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Harry, Jennifer L
421 Fayetteville Street
Suite 600
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Title Director

Kaltsas, Joseph D.
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Title Director

Nathan, Aaron W
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Suite 600
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Title Director

Schanen, Kevin M.
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Suite 600
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Title Director

Barber, Barry L.
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Title Director

Lefton, Steven E.
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Suite 600
Raleigh, NC 27601

Title Director

Blakley, Stephen W.
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Suite 600

Raleigh, NC 27601

Title Senior Vice President, Secretary

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CFO, Senior Vice President

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CEO, President

Lefton, Steven E.
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Suite 600
Raleigh, NC 27601

Title VP, Treasurer, Assistant Secretary

McEntee, David L.
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Suite 600
Raleigh, NC 27601

Title Director

Mutti, Brent H.
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Title Director

Dvorak, William E., Jr.
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Title Director

Colvin, Scott W.
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Raleigh, NC 27601

Title Director

Good, Brian A.
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Raleigh, NC 27601

Title Director

Frysinger, Ashley M.
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Title Senior Vice President

Frysinger, Ashley M.
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Annual Reports

Report Year	Filed Date
2022	02/10/2022
2023	02/22/2023
2024	04/03/2024

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Florida Department of State, Division of Corporations

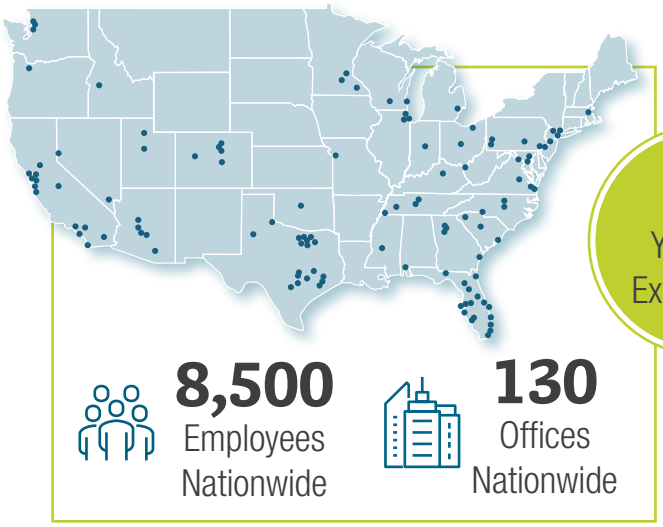
B

COMPANY PROFILE – HISTORY AND QUALIFICATIONS OF FIRM

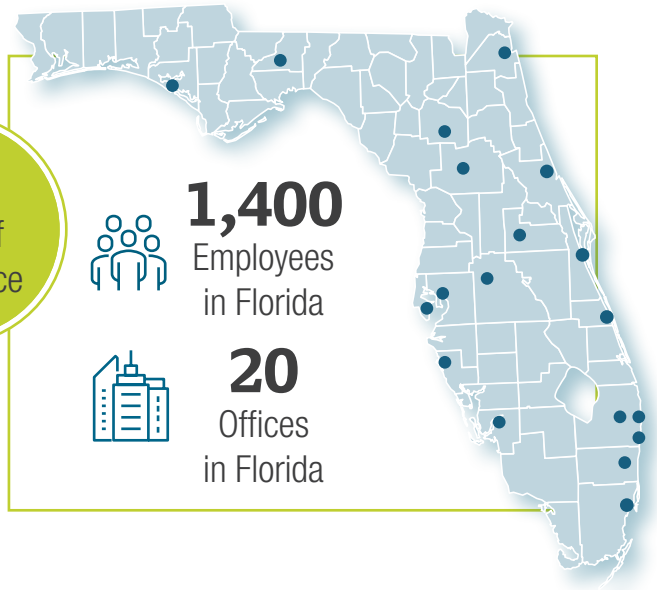
B COMPANY PROFILE – HISTORY AND QUALIFICATIONS OF FIRM

CORPORATE HISTORY OF THE FIRM

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of planning, engineering, structural, and environmental services to public and private sector clients. We were founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. The following year, we opened our first Florida office in West Palm Beach to serve local utilities. Today, Kimley-Horn has more than 8,500 employees in more than 130 offices across the United States offering a full range of consulting services to local, regional, national, and international clients. This means we can handle unforeseen challenges in-house so you don't need to worry about finding another responsible entity to finish this project. In Florida alone, there are more than 1,400 employees in 20 offices. Our local Daytona Beach office will serve the City of Port Orange, giving the City the benefit of a local team, supplemented by team members with specialized expertise across the state.



57
Years of Experience



The feature separating Kimley-Horn from other firms is our ability to provide integrated services for a project. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services. Our diversified resources and ability to draw from those resources at any time also helps us provide exceptional client service. Although Kimley-Horn has many disciplines, we have one common goal—making our clients successful.

PEER RECOGNITION

Kimley-Horn is recognized nationwide for the quality of our work environment, for our stature as a business enterprise, and for the outstanding work of our consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. Our clients benefit from the resources of a nationally-recognized organization while receiving the personal attention and response of a small, dedicated team.

NATIONAL RANKINGS

#7 in Sanitary & Storm Sewer

#13 in Water Treatment & Desalination

#16 in Sewer & Waste

#18 in Wastewater Treatment

#15 in Water Supply

by Engineering News-Record 2024

INTEGRATED WATER EXPERTISE SERVING MUNICIPALITIES

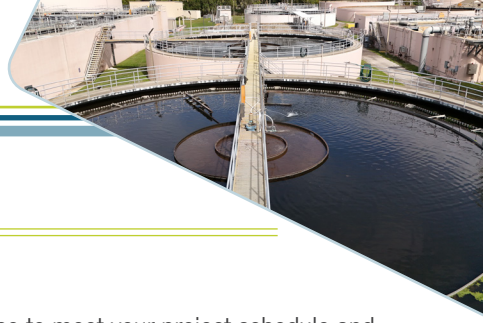
Kimley-Horn has a long history of being a successful consultant to local government clients. We have served more than 300 cities, counties, and local government clients throughout Florida—and more than 200 of these municipalities have chosen Kimley-Horn as their on-call consultant. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm AND focusing our attention on our local clients and providing them with the personalized and responsive service they expect.

RESPONSIVE PROJECT MANAGER

Project manager **Nicole McConnell, PE** will take the lead role in scope development, resource allocation, contract negotiations, and staff assignments with proactive coordination with the City to establish proper lines of communication, budgets, and schedules. Nicole will work directly with City staff to identify, establish, and maintain the project's goals, scopes, budgets, and schedules consistent with your expectations. Nicole will communicate regularly with City staff to ensure you'll always be aware of the progress, resolutions, and plans for overcoming any obstacles or potential impacts to the project delivery schedule. Nicole has the authority and resources to mobilize a discipline-focused project team immediately for any task and will lead Kimley-Horn in exceeding your expectations.

LOCAL PROJECT OFFICE

Kimley-Horn has a vested interest in the City of Port Orange and its existing/future needs and conditions. To provide a strong local presence and maximize the hands-on involvement of our local staff, Kimley-Horn's Daytona Beach office will serve the City of Port Orange as the primary office responsible for producing work. The proximity of this local office will help to ensure project manager **Nicole McConnell, PE** and her local staff are able to consistently provide the City with the dedicated responsiveness and personal communication it deserves.



ABILITY, CAPABILITY AND SKILL TO PERFORM

COMMITMENT TO THE CITY OF PORT ORANGE

Kimley-Horn is committed to providing the City of Port Orange with the highest quality staff and service to meet your project schedule and budget requirements. Kimley-Horn is structured to allow for long-term commitments of specific personnel to serve a client's needs—there is no revolving door of staff. Kimley-Horn makes a commitment to the City of Port Orange that the project team members listed in the organization chart will be the same team of local, dedicated professionals who will serve the City for the duration of the contract.

FIRM'S CAPACITY TO MEET THE NEEDS OF THE CITY

To ensure that the appropriate staff are available and assigned to this project, Kimley-Horn office production meetings are held weekly to enable staff, task managers, and project managers to stay up-to-date regarding current and projected workloads. The firm also holds weekly regional production meetings to assess the availability and distribution of resources among our 20 Florida offices. With our depth of staff, project team partners, and ability to activate resources from multiple offices, we can ensure that your project will be completed on time and within budget. Kimley-Horn uses a management information system (MIS) to continuously track our financial performance and productivity. One of the key elements of the MIS is a reliable forecasting process we call the "Castaheads" system. The Castaheads system is accessible by all project managers throughout the nation. It is the primary means of tracking and evaluating our staffing needs. Updated monthly by the project managers, the Castahead system forecasts our workload for the next month and the upcoming six-month period. The Castaheads process ensures that sufficient staff and hours are available to meet project schedules. Based on her review of our Castaheads, our project manager, **Nicole McConnell, PE** has determined that the proposed team is readily available and fully capable of staffing.

ABILITY TO PROVIDE RESPONSIVE SERVICE

Kimley-Horn's philosophy of providing professional engineering and design related services is based on client service and technical expertise. This philosophy is especially applicable for projects that encompass a broad variety of disciplines and experience yet require a common point of contact. Accordingly, we provide all our clients with a well-defined team of project-centered professionals and staff who are empowered with the flexibility needed to respond quickly to both administrative requirements and scheduling needs. Much of our success over the last 57 years is directly related to our ability to provide high-quality, timely services. Responsiveness means that we are available to you when you need us; it also means that the person you deal with is familiar with every facet of the project and is only a quick drive away. As project manager, **Nicole McConnell, PE** has a strong passion and commitment to serve the City of Port Orange. With our unique structure to operate as a one-profit center—Nicole is able to utilize resources firm-wide to allocate resources as necessary. This level of service leads to: cost reductions; increased productivity; quicker, more accurate product development; creative thoughts and ideas from different resources; and better quality products. Moreover, there is continuity and camaraderie among our key staff. Commitment is a trait of all Kimley-Horn personnel; ask us to perform a task quickly, and the task will be completed to meet your satisfaction and deadline. We want to be the City's consultant on this contract and pledge to exceed your expectations by providing prompt, responsive, and personal service.

COMMITMENT OF RESOURCES AND ABILITY TO SUSTAIN POTENTIAL LOSS

At Kimley-Horn, we are dedicated to committing the necessary resources to successfully complete projects for the City. We understand the importance of maintaining project timelines and budgets, and we have robust strategies in place to sustain operations even in the event of losing key personnel. Our firm has a deep bench of talented professionals (more than 1,400 in Florida alone), and we foster a culture of collaboration and knowledge sharing. This ensures that the loss of any individual will not compromise our ability to meet contractual obligations. By leveraging integrated project management systems and adhering to rigorous quality control processes, we can deliver projects on schedule and within budget. We also emphasize proactive communication with stakeholders and meticulous planning to anticipate and mitigate potential risks. This disciplined approach allows us to uphold our commitment to exceptional client service and project success.

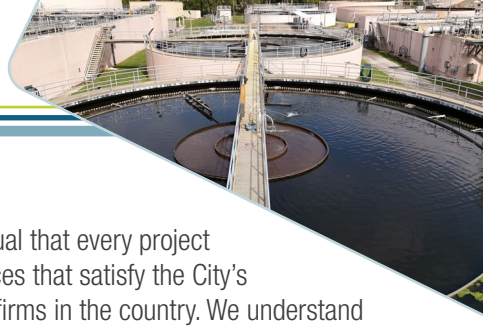
PROJECT MANAGEMENT AND TEAM CONTROL PROCEDURES TO MAINTAIN ON TIME DELIVERY WITHIN BUDGET

Kimley-Horn recognizes that a strong project management technique is necessary to successfully complete this critical City project. Our entire approach to project management is characterized by the following philosophies and policies, which are ingrained in the Kimley-Horn culture:

- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- We will follow up on action items to ensure that planned actions are executed by a single responsible person. There will be no misunderstanding as to who was or is responsible.
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.
- Our project manager, **Nicole McConnell, PE**, will be in command and control of the project at all times. She will have the authority to allocate resources and correct problems without senior management approval.
- We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions. In short, Kimley-Horn's management approach is team-oriented, no-nonsense, results-oriented, and saturated with top quality people who routinely produce superior results. Kimley-Horn has the depth of resources, local experience, and diversity of expertise to provide the entire scope of services required for this project.

FUNDAMENTAL PRACTICES FOR MANAGING THIS PROJECT

- Develop a clear understanding of what the project is to accomplish
- Develop a comprehensive work plan and schedule to accomplish the project goals
- Set weekly milestones to support the larger milestones and review these milestones with the project team on a weekly basis
- Always involve Port Orange staff as integral members of the team
- Coordinate with regulatory and permitting agencies early and often
- Create an atmosphere that encourages clear communication and teamwork to accomplish project goals



QUALITY CONTROL/QUALITY ASSURANCE

Recognizing the critical importance of careful quality control, Kimley-Horn developed a QC/QA manual that every project manager is required to know, and we certify that our procedures will help ensure high-quality services that satisfy the City's needs. Quality is a keystone principle that has enabled us to become one of the leading consulting firms in the country. We understand quality must be built in from the beginning and can't be added as an afterthought. We have identified senior staff members to lead our quality control efforts for specific tasks. We understand the beginning of a successful QC/QA plan is having the right key professionals assigned to both produce and review project deliverables. Furthermore, the makeup of our project team and the independent strengths of Kimley-Horn will allow internal peer review as part of the QC/QA process.

Our approach to frequent communication and to quality assurance/quality control will relieve City staff of any significant project review efforts. A QC/QA review of project solutions and analysis, together with design reviews, will ensure a top-quality deliverable for the City. We offer the City a team of QC/QA professionals. Our formal QC/QA program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Steve Romano, PE will act as the QC/QA manager for this project. Steve brings his technical expertise and significant local knowledge. Steve also understands exactly what the City is looking for in a quality project and will help ensure each deliverable meets the City's expectations.

Nicole McConnell, PE will perform a final crosscheck and sign-off as verifier of adherence to our QC/QA Plan for the project. Formal coordination reviews help ensure coordination of conflicts, proposed design elements between component plan sets, and different disciplines. Weekly status meetings and plan reviews are instituted once a project goes into production.

THE KIMLEY-HORN PROJECT QC/QA PLAN IS BASED ON THESE PRINCIPLES: *QUALITY IS...*

ACHIEVED
Through adequate planning, coordination, supervision and, technical direction

CONTROLLED
By assigning task managers to evaluate all work flow and procedures

SECURED
Through careful quality control of work activities by parties not involved in the initial efforts

VERIFIED
Through independent reviews by qualified staff

- Quality is achieved by adequate planning, coordination, supervision, and technical direction.
- Quality is assured through checking, reviewing, and surveying of work activities by individuals who are not directly responsible for performing the initial efforts.
- Quality is controlled by assigning a manager to perform QC functions consisting of reviewing and evaluating the work.
- Quality is verified through independent reviews of the processes, procedures, documentation, supervision, and technical direction.

STEVE ROMANO, PE

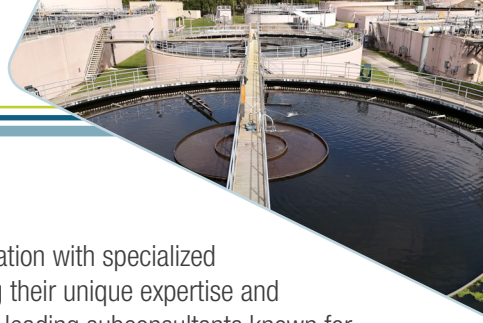
28 Years of Experience

Steve has more than 28 years of experience working with municipal utilities in Florida. He has designed new facilities, major expansions to existing facilities and small package systems in new development areas, as well as major facility expansions to existing systems. He has worked on every aspect of a wastewater facility, including headworks, equalization, biological treatment, clarification, filtration, disinfection, digestion, and disposal.

KRIS SAMPLES, PE, DBIA

15 Years of Experience

Kris has served as a senior project manager for projects that cost over $2 million in design fees and has a proven track record of project success. He has also worked on various projects as a project manager, engineer of record (EOR), design engineer, task manager, hydraulic modeler, and designer/drafter. He has a history of proven success in project delivery, and consistent client satisfaction.



TRUSTED SUBCONSULTANT PARTNERS

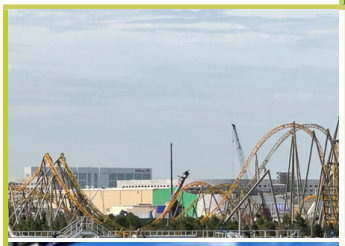
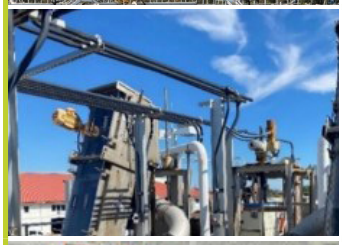
At Kimley-Horn, we understand that delivering exceptional project outcomes often requires collaboration with specialized experts. Our subconsultant partners play a pivotal role in complementing our core services, bringing their unique expertise and innovative solutions to the table. We carefully select and maintain strong relationships with industry-leading subconsultants known for their commitment to excellence, integrity, and reliability. This collaborative approach ensures that we can tackle even the most complex projects with efficiency and precision, providing our clients with holistic, high-quality solutions that meet and exceed their expectations.

MEAD & HUNT

Mead & Hunt provides professional engineering services for municipalities and clients throughout the United States, serving clients in Florida since 1964. The firm's team has an extensive history of successful service to Florida municipalities meeting their needs and challenges. The firm has guided municipal clients through challenges such as limited available funding, competing priorities, natural disasters, unfunded mandates, and changing regulations, to name a few.

The firm's Port Orange-based team has completed over 350 successful projects for the City and hundreds of others for utilities within the eastern Florida region. Mead & Hunt currently serves the City under three separate General Engineering Contracts and has been doing so since 1980. They offer decades of project examples throughout the City and central Florida that demonstrate innovation and reliability in all aspects of project delivery, balancing locally led leadership and valuable national experts.

A History of Successful Partnership with Mead & Hunt

	PROJECT	PARTNERSHIP
	**Universal Odor Control Project** Kimley-Horn Lead: Michael Farrell Mead & Hunt Lead: Mark Perkins, PE	Mead & Hunt served as the design-builder and Engineer of Record (EOR) for this project, in collaboration with Kimley-Horn as the Owner's Representative, to evaluate and upgrade the existing odor control at one of Orange County's WWTFs.
	**Cape Coral Everest Headworks Project** Kimley-Horn Lead: Doug Eckmann, PE Mead & Hunt Lead: Kris Samples, PE	Mead & Hunt, in partnership with Kimley-Horn, performed a comprehensive conditions assessment of the existing Everest WRF Headworks Facility to evaluate needed renovations or replacement.
	Pinellas Septic to Sewer Program Project 1 Kimley-Horn Lead: Shelby Hughes, PE Mead & Hunt Lead: Russell Ferlita, PhD, PE	Mead & Hunt and Kimley-Horn partnered to complete the Pinellas County ARPA Funded Septic to Sewer Program to protect the water quality of the Tampa Bay Estuary by phasing out the failing, aging, and inadequately maintained septic systems. The goal was to connect four geographic areas to the County's sewer collection system, resulting in decommissioning approximately 204 private septic systems.
	Cape Coral SWWRF Improvements Kimley-Horn Lead: Doug Eckmann, PE Mead & Hunt Lead: Kris Samples, PE	Mead & Hunt and Kimley-Horn successfully partnered on this project to perform the process improvements at the existing 15 MGD SWWRF and on the replacement of an existing raw water main feeding the co-located RO Facility.

BAILEY ENGINEERING

Bailey Engineering Consultants, Inc. (Bailey Engineering) is a multi-disciplined consulting engineering firm specializing in electrical and SCADA system designs for water, wastewater, collection facilities, and drainage projects located throughout Florida. The firm providea consulting engineering services to the public and private sectors with preferential services for municipal and governmental clients. In April 1992, Bailey Engineering Consultants, Inc. was formed. Today, it is a second-generation consulting engineering firm based in Florida. The firm utilizes state-of-the-art computerization to accomplish design projects and project management. To reinforce their emphasis on quality, the company has complex project designs reviewed by independent companies. Bailey Engineering interfaces with designers from complimentary disciplines during the design process to review design principles and to assist in the preparation of design drawings and specifications for specific project needs.

KSM

Keller, Schleicher and MacWilliam Engineering and Testing, Inc. dba KSM Engineering & Testing (KSM) is a firm with operations throughout Florida. The firm was founded by in May of 1990. The company's work production is primarily concentrated in geotechnical and construction materials testing. These activities are supported by its drilling capabilities, certified technicians, professional engineers and CMEC certified laboratories. KSM has a long history of working on Wastewater Treatment Plants and is very familiar with the requirements and expectations working within these facilities. They have overseen Geotechnical Explorations for facilities within multiple counties throughout Florida. Some of KSM's experience includes performing analysis on existing tanks that were experiencing settlement in Mt. Dora, Geotechnical Engineering for the construction of a new pipeline that was over 15 miles in length in Titusville and the Geotechnical Engineering and analysis for a new Wastewater Treatment Facility in Indian River County, Florida.

SOUTHEASTERN SURVEY

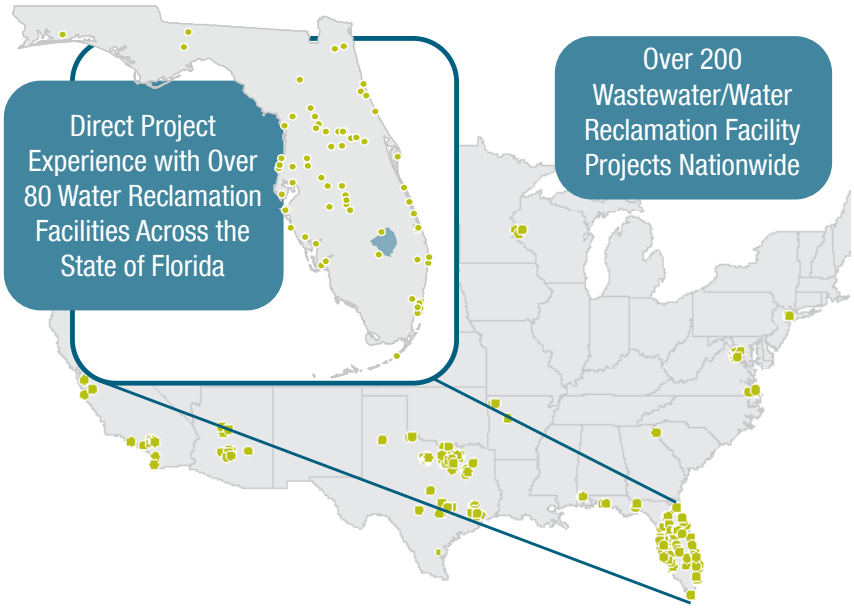
Founded in Orlando in 1972, Southeastern Surveying and Mapping Corporation (Southeastern Survey) is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, subsurface utility engineering (SUE), and geographic information systems (GIS) services serving Florida and the Southeastern United States. The firm offers a staff of over 250 personnel. Southeastern Survey has extensive WWTP (wastewater treatment plant) experience and works with municipalities, including Port Orange and others throughout Florida. To maintain the firm's commitment to meeting customer needs, Southeastern Survey has worked tirelessly to develop highly innovative and needs-specific solutions for numerous municipal, public transportation, private development, and infrastructure improvements. At the forefront of technology, Southeastern Survey uses state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results. The firm always provides the personalized touch of a small company with the resources of a large firm.

WASTEWATER TREATMENT PLANT DESIGN EXPERTISE

Kimley-Horn has a reliable history of providing design services for wastewater treatment. Our experience includes rehabilitations and expansions, innovative headworks design, advanced treatment technologies, master planning, smart BNR/process control design, WWTP biological and hydraulic modeling, condition assessment, process optimization, effluent disposal, and biosolids processing. Our local treatment practice has served clients in numerous states bringing the best practices from multiple regions to clients. We have helped our clients alter processes to prepare for regulatory changes to negotiate permits, optimize processes, evaluate operation and maintenance costs for various treatment technologies, and perform master planning for existing facilities.

Kimley-Horn's recent comparable wastewater treatment plant project experience in Florida includes, but is not limited to:

- Port Orange Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion
- Babcock Ranch Water Reclamation Facility Expansion
- West Villages Improvement District 4 MGD Southwest Wastewater Treatment Plant and Deep Injection Well
- Cape Coral 12 MGD Southwest Water Reclamation Facility Process Evaluation and Optimization Analysis
- Englewood Water District Water Reclamation Facility New Headworks
- Sarasota County Bee Ridge 12 MGD Water Reclamation Facility Interim Process Improvements
- Manatee County 7.5 MGD North County Regional Water Reclamation Facility Headworks, Clarifiers, and Chlorine Contact Chamber Improvements
- Wellington 6.5 MGD Wastewater Treatment Facility Upgrades and Rehabilitation
- Cape Canaveral Headworks and Filter Improvements
- Manatee County 12.6 MGD Southeast Wastewater Reclamation Facility Internal Recycle Pump Replacement and Headworks Rehabilitation
- Manatee County 12.6 Southeast Water Reclamation Facility Storage Lakes and Reclaimed Pump Back Station Improvements
- Everest Water Reclamation Facility Headworks Improvement Study
- Brevard County Barefoot Bay Wastewater Treatment Facility Expansion Feasibility Evaluation
- Florida Government Utility Authority MacDill Air Force Base Wastewater Treatment Plant Headworks and Grit Removal Replacement
- Utilities Inc. of Florida Wekiva Hunt Club 2.9 MGD Water Reclamation Facility Reliability Improvements
- Lake Groves Water Reclamation Facility Improvements
- Bay Laurel Center Community Development District 2.5 MGD Bay Laurel North Water Reclamation Facility
- Mid-County 3 MGD Wastewater Treatment Plant Headworks and Grit Removal Improvements, St. Petersburg, FL
- Flagler County 0.475-MGD DAVCO-Style Plantation Bay Wastewater Treatment Facility (WWTF) Phase 1 Design and CEI
- Florida Government Utility Authority MacDill Air Force Base 1 MGD WWTP Headworks and Grit Removal Replacement
- Mount Dora Condition Assessment and Facility Evaluation of Wastewater Treatment Facility #1 and #2
- Marion County Silver Springs Shores (SSS) Wastewater Treatment Facility Headworks Analysis



West Villages Improvement District Southwest Wastewater Reclamation Facility (SWWWRF)

North Port, FL

Kimley-Horn provided a full range of engineering consulting services for the West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF). Kimley-Horn prepared plans and specifications for the construction of a 2.0-MGD wastewater facility (with planned future expansion to 4.0 MGD), including headworks and screening, grit removal, MLE biological treatment, clarifiers, deep bed sand filters, disinfection, septage receiving, aerobic digestion, centrifuge dewatering facilities, and a Class I industrial deep injection well (DIW) for effluent wet weather disposal.

Innovative improvements included:

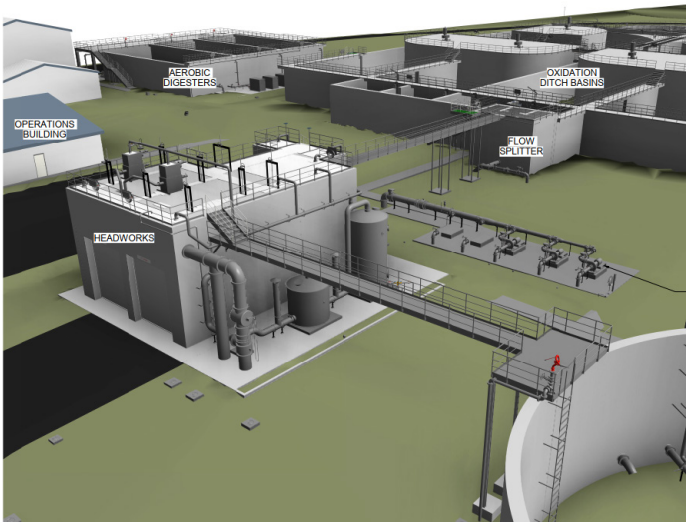
- **Smart Biological Nutrient Removal (BNR) system**
- **100% construction plans provided in less than 8 months**
- **Incorporation of Construction Manager at Risk (CMAR) process**

The facility design included the design of the following components: headworks with mechanical screening and grit removal designed to the ultimate capacity of 4.0 MGD; advanced biological process with nutrient removal in an MLE process with secondary clarification, including high-speed turbo compressors and advanced air controls; deep bed sand denitrification filtration designed for additional nitrogen removal as needed; high-level disinfection with sodium hypochlorite; reclaimed pumping station designed to pump to an offsite reclaimed pond, the onsite deep injection well, or to the reject storage tank; aerobic digestion; centrifuge facility for biosolids processing; septage receiving station; full SCADA controls; and the associated operations and electrical control buildings. The facility is designed for two phases of construction with an ultimate capacity of 4.0 MGD. Additional services include an evaluation of the collection and transmission system, as well as developing a plan for optimizing the use of reclaimed water.

Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility

Marion County, FL

Kimley-Horn is providing design, permitting, and construction administration services for a 2.5-MGD Average Daily Flow (ADF) (5.0-MGD buildout capacity) water reclamation facility (WRF) with advanced wastewater treatment capability (<; 5 BOD, <; 5 TSS, <; 3 TN), and public access reclaimed water system. The treatment process consists of Ovivo oxidation ditch, in-line flow equalization, conventional clarifiers, a new biosolids dewatering facility with screw-press dewatering equipment, and disc filters with **smart biological control technology**. The project delivery method was Construction Manager at Risk (CMAR). Kimley-Horn worked closely with the CMAR throughout the design and construction phases for value engineering opportunities as well as items related to construction sequencing and timing. Other aspects of the project involved drainage design, landscaping, electrical, instrumentation and controls, and architectural and structural components. Kimley-Horn helped the owner obtain $60 million in FDEP Protect Florida Together Grant funds for the construction of a new WRF. In addition to the bi-weekly design progress meetings for the Bay Laurel North WRF, Kimley-Horn coordinated design review meetings with the client and CMAR. Each unit process was thoroughly reviewed based on its technical soundness, constructability, conflicts, and client preferences.



Babcock Ranch Water Reclamation Facility (WRF) Phase 3 Expansion

Charlotte County, FL

Surrounded by the 73,000-acre Babcock Ranch Preserve, Babcock Ranch is a planned 17,000-acre, environmentally responsible community of 50,000 residents. The goal of the development is to create a first-of-its-kind, sustainable community. The developers vision includes enhancing water quality, abating regional drainage issues, and **developing the site in a socially responsible manner and preserving much of the natural habitat**. Kimley-Horn is providing the design services for the water treatment plant expansion from 1.0 MGD capacity to 3.0 MGD capacity and preparation for the ultimate buildout of 7.0 MGD. This effort included the detailed design, permitting and will run through the construction services. Kimley-Horn is also working with Town & Country Utilities (TCU) to select the CMAR team and engage their team throughout the design phase. Kimley-Horn performed design calculations to select the treatment component process, size, and configuration with input from TCUs operational and management staff in support of achieving the FDEP permit for both the water and wastewater expansion projects. Kimley-Horn developed preliminary process flow diagrams and phased site layouts to provide a plan for future equipment that is accessible, minimizes piping lengths, and best utilizes the existing WTP structures.

As consistent with the Kimley-Horn approach to complex project permitting efforts, our staff prepared and led a pre-application meeting with FDEP to facilitate the permitting process and prepared the FDEP Specific Permit application for submittal and approval. While the Phase 3 expansion is small when compared to the overall capacity, the Phase 3 expansion facilitated the overall layout and process components for the buildout facilities of 7.0 MGD water production. The firm provided civil engineering services including design, permitting, and construction phase services for the Babcock Ranch subdivisions, commercial sites, water and wastewater infrastructure, including treatment plants, and roadways. Kimley-Horn engineers designed and served as the Engineer of Record for off-site major transmission and distribution systems including the water mains.

Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation

Manatee County, FL

The SEWRF is a 12.6-MGD public access reuse facility. Kimley-Horn provided engineering services for internal recycle pump replacement, including the addition of new flow meters, replacement of internal piping, removal of valves internal to the aeration basin, and replacement with knife gate valves outside the walls. New motors were inverter duty rated and two-speed motor starters were replaced with efficient variable frequency drives, as well as new controls were tied into the SEWRF's overall SCADA system. An initial structural evaluation was performed on the exterior of the tanks, and when the aeration tanks were removed from service and cleaned an internal analysis was performed. Structural Improvements were then proposed and implemented.Our team also designed the headworks rehabilitation at the SEWRF, which involves the replacement of aging mechanical bar screens, rehabilitation of the grit removal system, and structural rehabilitation of the channels and headworks structure in general. Kimley-Horn evaluated different types of mechanical bar screens and grit removal systems, provided a structural evaluation of the elevated concrete structure and made recommendations on the repairs. In addition, Kimley-Horn prepared preliminary design report, construction plans and specifications, FDEP permitting, and construction observation services.

Cape Canaveral Headworks and Filter Improvements

Cape Canaveral, FL

Kimley-Horn was selected by the City of Cape Canaveral to provide engineering services for the design of a new influent headworks screen and tertiary disc filters for the City's 1.8 MGD wastewater treatment plant (WWTP). The existing mechanical bar screen and Dynasand filters had reached the end of their useful life and needed replacement. The design included structural improvements to the existing infrastructure for the new headworks screen and filters, demolition, piping, odor control system, and associated electrical improvements. Following the design, Kimley-Horn assisted the City through permitting, bidding, and construction services.

Village of Wellington 6.5-MGD Wastewater Treatment Facility (WWTF) Upgrades and Rehabilitation

Wellington, FL

The Kimley-Horn team was selected to provide engineering design and construction phase services for a variety of upgrades to the Village of Wellington's 6.5-MGD WWTF. This project was originally designed and bid by another firm. The Village asked Kimley-Horn to take over as the engineer of record and expanded the scope to include a new blower building, new aerobic digesters, new belt filter press feed pumps, new dryer feed cake pump, new clarifier mechanism, odor control system improvements, refurbishing the headworks and grit equipment, improved walkways/platforms/handrailing, the addition of a filter, upgraded/new operator facilities, dewatered sludge pumping, and associated electrical/control improvements.

City of Vero Beach Water Reclamation Facility

Vero Beach, FL

The City of Vero Beach is designing a new 4.5 MGD water reclamation facility (WRF) to be constructed at the existing water treatment plant (WTP) site and plans to decommission the existing wastewater treatment facility (WWTF) after startup. Kimley-Horn is serving as the lead process design engineer for the biological treatment process and nutrient removal, as well as all aspects of the membrane treatment (including blowers, pumps, motors, etc.). The design consists of a 5-stage bardenpho treatment process with membranes installed on the back end. The project includes design, permitting, bidding services and ultimately, construction phase services. Supporting projects included development of an evaluation to determine the benefits of upgrading the existing wastewater treatment plant versus constructing a new facility at the WTP property, evaluation of best treatment technologies and preparation of a Preliminary Design Report once the MBR technology was selected. Kimley-Horn also supported the City with preparation of grant applications to seek funding for the project, development of financial schedules for coordination with the Citys financial advisor, development of a project website and public outreach services. Once constructed, the City will have all utility staff and assets for both potable and wastewater treatment, distribution/collection and management/administrative staff on one campus, branded by this project team as the "One Water Campus," which will serve the City to implement direct or indirect potable reuse if or when the regulatory climate dictates the requirement.

Ocala Water Reclamation Facility (WRF) #2 Facility Plan

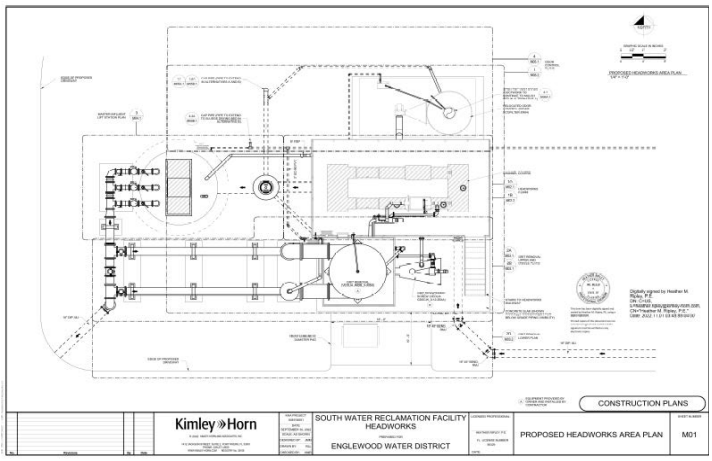
Ocala, FL

Kimley-Horn developed acomprehensive water reclamation facility (WRF) master plan for planning and prioritizing future capital projects for Ocala WRF #2. Specific project tasks included gathering information, developing future needs, performing necessary analyses, developing costs, and documenting the project results. The WRF #2 Facility Plan focused on process equipment condition assessment, hydraulic flow splitting evaluations, biosolids processing evaluations, and blower/electrical improvements. Since the overall rated treatment capacity was expanded to 6.0 MGD, this project will limit capacity expansion evaluations to specific process equipment and biosolids treatment.

Englewood Water District Water Reclamation Facility New Headworks

Englewood, FL

As part of the recently completed Sewer Master Plan Update, capital improvements were identified to maximize and to improve plant operations at the Englewood Water District (EWD) Water Reclamation Facility (WRF). The Master Plan identified a critical improvement project for the existing headworks facility. During peak flow events, the existing manual bar screens must be bypassed, sending the flow directly to the plants. Bypassing the screens minimizes the protection the screening provides the plant and equipment, as well as creates increased pressures on an already stressed collection system. Additionally, the pre-treatment tanks, pumps, and structure have reached the end of their useful life and are at a risk of failure. Kimley-Horn's scope of services for the headworks and grit removal system improvement includes preliminary design, design, permitting support, and bid phase services.History of Partnership with Port Orange.



HISTORY OF PARTNERSHIP WITH PORT ORANGE

In addition to our wastewater expertise, we have a long history of partnering with the City. Over the past two decades we have successfully delivered projects under numerous contracts and hope to continue this partnership into the future.

- Port Orange General Services, Port Orange, FL
- 20-inch Force Main River Crossing, Port Orange, FL
- Herbert Street Sidewalk Improvements, Port Orange, FL
- Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL
- Port Orange Water Reclamation Facility Alternative Carbon Source Evaluation, Port Orange, FL
- Port Orange Hydraulic Modeling, Port Orange, FL
- Port Orange Vulnerability Assessment, Port Orange, FL
- Consumptive Use Permitting, Port Orange, FL
- Oceans Lift Station Rehabilitation, Port Orange, FL
- Water Supply Plan, Port Orange, FL
- Water Facilities Plan, Port Orange, FL
- Stormwater Master Plan, Port Orange, FL
- Cambridge Stormwater Pump Station, Port Orange, FL
- Lime Silo Rehabilitation, Port Orange, FL
- ADA Self Evaluation and Transition Plan, Port Orange, FL
- Water Treatment Plant Transfer Pump Station Rehabilitation, Port Orange, FL

C

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

C QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

This organizational chart depicts roles, responsibilities, and relationships among staff. As shown, your Kimley-Horn team combines the horsepower of nationally recognized leaders in wastewater treatment with the specialized attention of a small, local business. We have assembled a tailored project leadership structure, helping to ensure the exceptional client service and technical expertise we are known for. **Together, we will deliver exceptional client service throughout our engagement.** Our organizational chart maximizes our local "know-how" from local staff and leverages it with subject matter experts in wastewater treatment processes.

City of Port Orange

QC/QA Team
Steve Romano, PE
Kris Samples, PE, DBIA[1]

Project Manager
Nicole McConnell, PE

Project Principal
Lewis Bryant, PE*

Biological Process Team Leader
Brad Blais, PE[1]

Treatment Pumping Systems
Nicole McConnell, PE
Tucker Hunter, PE
Colten Brickler, PE

Headworks
Nicole McConnell, PE
Mike Semago, PE
Heather Ripley, PE

Storm Drainage/Resilience
Victor Gallo, PE
Chris Niforatos, PE
Katie Enstrom, PE

Biowin Modeling
Russell Ferlita, PhD, PE[1]
Meifa Chen, PhD, PE[1]
Matt Tebow, PE

Chemical Systems
Felicity Appel, PE
Briar Brogna

Biosolids Treatment
Madeline Kender, PE
Cara Elliott, PE
Colten Brickler, PE

Site/Civil
Jon Martin, PE
Jarod Stubbs, PE
Mani Rodriguez, PE, IMSA I

Process Design
Tanner Rachal, PE[1]
Shaleena Manzanero[1]

Structural
Seth Schmid, PE
Joe Roberts, PE
Nolan Dickerson, EI

Electrical/Control and Instrumentation, Telemetry and SCADA
Stephen Bailey, PE[2]

Geotechnical Engineering
Eric McAra, PE[3]
Maitland Melnyk, PE[3]

Architectural/Building
Tang Fang, AIA[1]
Bill Black, PE[1]

Permitting Services
Nicole McConnell, PE
Colten Brickler, PE
Briar Brogna

Land Surveying
Edwin Munoz Jr, PSM[4]
Thomas Mead, PSM, PLS[4]

Grant Funding
Laura Wittenbauer
Diana Bello
Sheryl Parsons[1]

Mechanical, HVAC and Plumbing
Raed Salem, PE, LEED AP BD+C [1]

KEY

Unless noted using an icon below, individuals listed are Kimley-Horn employees.

**Authorized to legally bind Kimley-Horn and Associates, Inc.*

1 – Mead & Hunt
2 – Bailey Engineering
3 – KSM
4 – Southeastern Survey

DEDICATED AND RESPONSIVE PROJECT TEAM MEMBERS

PROJECT DELIVERY LEADERSHIP

Nicole McConnell, PE | Project Manager, Treatment Pumping Systems, Headworks, Permitting Services

Nicole has more than 18 years of work experience as an environmental engineer specializing in wastewater treatment plant, pipeline, and pump station design. Her technical wastewater treatment plant design includes influent pumping, headworks screening and grit removal, odor control systems, process basins, filtration, disinfection, and solids handling facilities. Nicole has been serving the City of Port Orange since 2017 and has worked on numerous City projects including the East Master Lift Station, Citywide Hydraulic Modeling, multiple lift station rehabilitation projects, water facilities plan, and the 20-in FM and 16-in WM Halifax River crossing designs.

Brad Blais, PE | *Mead & Hunt* | Biological Process Team Leader

Brad is a wastewater treatment process design expert with more than 33 years of experience designing and supervising construction of multiple, large, advanced wastewater treatment (AWT) facilities for utilities throughout central Florida. Brad was the field engineer for construction of the Port Orange WRF and has designed all process upgrades at this facility since that time. He prepared the FDEP State Revolving Fund (SRF) Facility Plan for this facility that serves as the planning and funding vehicle for the process upgrade and conversion project proposed under the terms of this RFQ.

Lewis Bryant, PE | Project Principal

Lewis has more than 24 years of experience with municipal utility engineering, including distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections. As one of the Florida region's WWTP design leaders, Lewis specializes in WWTP design, facility expansion plans, permit renewals, and operational evaluations. His experience includes new WWTP design/permitting, WWTP modifications, expansion plans and capacity analysis reports, water treatment plant design and modifications, water and wastewater utility mapping, modeling, expansions, and construction inspections. In addition, Lewis has served on the Municipal Wastewater Treatment Design Committee of the Water Environment Federation, on the Water Environment Federation's National Water Resource Recovery and Design Committee, and on the WEFTEC International Conference Workshop Review Committee.

QC/QA TEAM

Steve Romano, PE | QC/QA Team

Steve has more than 28 years of experience working with municipal utilities in Florida. He has worked on numerous wastewater facilities over the years. He has designed new facilities, major expansions to existing facilities and small package systems in new development areas, as well as major facility expansions to existing systems. He has worked on every aspect of a wastewater facility, including headworks, equalization, biological treatment, clarification, filtration, disinfection, digestion, and disposal. Steve has implemented new reclaimed systems for multiple utilities and expanded many other systems.. Working on wastewater facilities for nearly three decades, Steve has developed a working knowledge of operations and maintenance and regularly works with operations staff to assist with process optimization and troubleshooting.

Kris Samples, PE, DBIA | *Mead & Hunt* | QC/QA Team

Kris brings more than 15 years of experience delivering collaborative delivery projects in the wastewater industry. He is certified through the Design Build Institute of America and has supported numerous collaborative delivery projects around the country utilizing both CMAR and Design-Build Delivery methods. Kris understands how to leverage his knowledge and expertise to support coordination, value engineering efforts, and CMAR package development and throughout the duration of this project.

Stephen Bailey, PE | *Bailey Engineering* | Electrical/ Control and Instrumentation, Telemetry and SCADA

Stephen is an electrical engineer with over 40 years of experience designing electrical and SCADA control systems for water and wastewater treatment facilities, above- and below-ground distribution systems, and industrial facilities. He is experienced in 13KV installations and complex electrical retrofits, which require a keen understanding of the construction process. He has practiced applied electrical engineering on a variety of environmental projects, having been involved in everything from concept to preliminary and final design to construction start-up. His experience involves electrical engineering for water treatment plants, wastewater treatment and disposal facilities, water reuse and irrigation systems, and instrumentation and control systems.

Matt Tebow, PE | QC/QA Team

Matt is a water resources engineer with 13 years of wastewater engineering and project management experience. He performs wastewater characterization sampling to support model calibration, and analysis for process improvements, expansions, rehabilitation, and new infrastructure at wastewater treatment facilities. His additional experience includes providing pipeline design, hydraulic modeling, pump station design, design implementation, permitting, and construction observation services.

Jon Martin, PE | Site/Civil

Jon has 30 years of experience in engineering and project management for private and public land development, including utilities, site layout, grading, and permitting. He has been involved with numerous projects for the City of Port Orange, serving the City since 2002. Jon's water resources skill set includes wastewater pump stations, areawide hydraulic modeling, utility master planning, reuse distribution and storage, construction phase services, system startup services, and stormwater master planning.

Heather Ripley, PE | Headworks

Heather has more than 15 years of water and wastewater experience, including planning, design, construction administration, and analyses. She has expertise in hydraulic and water quality modeling, design and analysis of water distribution and wastewater collection systems, engineering feasibility studies, funding applications and administration, master planning, permitting, and construction phase services. She acted as the lead modeler for the City of Port Orange's water, wastewater, and reclaimed systems modifications

Cara Elliott, PE | Biosolids Treatment

Cara has more than 10 years of municipal engineering experience. She specializes in WWTP design, facility expansion plans, permit renewals, and operational evaluations. Her experience includes new WWTP design/permitting, WWTP modifications, expansion plans and capacity analysis reports, water and wastewater utility mapping, modeling, and expansions.

Mike Semago, PE | Headworks

Mike brings 12 years of experience providing planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects. He has significant experience with the design of WWTP, having served as project manager for plants upto 7.5 MGD. He has assisted with numerous WWTP design and rehabilitation projects for clients throughout the state.

Tucker Hunter, PE | Treatment Pumping Systems

Tucker is a wastewater project engineer with 11 years of experience, including treatment design, pipeline design, and construction. Tucker has developed and delivered construction documents, including drawings, specifications, and permits for water and wastewater treatment projects. Tucker's wastewater treatment experience includes the Cape Canaveral Headworks and Filter Replacement, Wekiva Hunt Club Headworks Replacement, and Micron Pond Odor Study.

Colten Brickler, PE | Treatment Pumping Systems, Biosolids Treatment, Permitting Services

Colten's technical engineering skills include pump stations and lift stations, pipeline design, water, sewer and reclaimed water modeling, map generation utilizing GIS software, and technical memorandum and report writing. He has experience working with Port Orange, completing Water Facilities Plan Report and Lift Station Rehabilitation projects.

Felicity Appel, PE | Chemical Systems

Felicity has over nine years of experience in construction permitting for wastewater facilities and treatment equipment including filters and solids handling equipment. She is experienced in permitting with local, state, and federal regulatory agencies.

Madeline Kender, PE | Biosolids Treatment

Madeline Kender has assisted with the management of numerous similar wastewater treatment plant rehabilitation projects for other utilities across the state of Florida. She has successfully lead wastewater treatment plant evaluations and design including rehabilitation and green sites development; pump and pipe material selections; as well as permitting and construction phase services.

Seth Schmid, PE | Structural

Seth has 28 years of experience involving structural evaluation, design, and repair of roadways, buildings, foundations, supports, and water control structures. He has completed numerous wastewater treatment facility design projects and has served as a structural engineer for a full range of hydrogeologic consulting services.

Nolan Dickerson, EI | Structural

Nolan has provided structural engineering services for a variety of municipal engineering projects throughout Florida. He has worked on various wastewater treatment improvement projects to modify headworks and expand existing plants.

Jarod Stubbs, PE | Site/Civil

Jarod is a licensed engineer with more than eight years of experience providing land development and site civil engineering services. He is experienced with many aspects of civil design services, including site layout and grading design, stormwater management and drainage design, sewage collection design, potable water distribution systems, and agency permitting.

Mani Rodriguez, PE, IMSA I | Site/Civil

Mani has six years of experience as a transportation engineer. He has managed various traffic studies of varying scope, including concurrency management, traffic impact mitigation, comprehensive future land use amendments, parking determination, and signal retiming.

Joe Roberts, PE | Structural

Joe has 13 years of experience in structural engineering with a focus on the design and analysis of superstructures and substructures of a wide range of bridge types. Other specialties include the design of mast arms, cantilever signs, drilled shafts, box culverts, sheet pile and MSE wall design, bridge load ratings, and shop drawing reviews.

Victor Gallo, PE | Storm Drainage / Resilience

Victor has 24 years of experience involving stormwater design, roadway storm sewer systems, pond siting analysis, stormwater management facilities, floodplain compensation, and permitting. Victor has also various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis.

Chris Niforatos, PE | Storm Drainage / Resilience

Chris leads Kimley Horn's national resilience practice and has more than 30 years of experience in resiliency planning, numerical modeling, asset management, and devising risk-based strategies. He brings a detailed knowledge of conducting inundation modeling, performing data gap and vulnerability analyses, assigning criticality, and developing adaptation schemes.

Briar Brogna | Chemical Systems, Permitting Services

Briar is experienced in the engineering design for lift station rehabilitation, pipelines, horizontal directional drilling, pump sizing, odor control evaluation, permitting, hydraulic modeling, and specifications. Briar has knowledge of permitting through several review agencies across Florida, including the SJRWMD, FDEP, and FDOT.

Laura Wittenbauer | Grant Funding

Laura has over two decades of grant writing and administration experience, serving both private- and public-sector clients. Laura understands and can apply the principles, practices, and procedures of government budgeting, cost analysis, financing, and funds administration. She can evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency.

Katie Enstrom, PE | Storm Drainage/ Resilience

Katie has six years of experience involving drainage and stormwater engineering projects. Katie's drainage experience includes coordinating with the roadway, landscape, environmental, structural, and temporary construction teams to create efficient and functioning roadside drainage systems, including stormwater management facilities.

Diana Bello | Grant Funding

Diana has 17 years of grants management experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. She has been instrumental in the development and implementation of funding strategies for large utilities infrastructure projects, such as county-wide septic-to-sewer conversion projects and rehabilitation of water and wastewater treatment plants.

Bill Black, PE | *Mead & Hunt* | Architectural/Building

Bill has 32 years of experience with structural engineering, foundation engineering, and construction. He has a strong reputation for solving challenging technical problems. Bill also provides project management for select projects. His experience with different types of clients and projects includes water and wastewater, buildings and bridges, dams and hydroelectric projects, ports and waterfront structures, aviation facilities, healthcare facilities, mining and mineral processing, manufacturing and distribution, and food and beverage.

Tang Fang, AIA, LEED AP, NCARB | *Mead & Hunt* | Architectural/Building

With more than 23 years of experience in the architecture industry, Tang has been involved in various projects taking on increasing responsibilities, from associate designing a small pump house to a project architect managing the completion of an automotive dealership complex. As a senior project architect and project manager, she leads the architectural design for a variety of infrastructure projects throughout Florida and nationwide.

Russell Ferlita, PhD, PE | *Mead & Hunt* | Biowin Modeling

Russell's engineering and chemistry experience covers water treatment processes, membrane processes, and chemical dosing and phenomena. He has worked on designing, fabricating, installing, and operating various water treatment and membrane systems worldwide. Russell previously worked for a local utility, giving him direct insight into operations and maintenance concerns and objectives.

Meifa Chen, PhD, PE | *Mead & Hunt* | Biowin Modeling

Meifa is a technical expert with extensive national and international experience in planning, modeling, designing, and constructing stormwater, potable water, wastewater, and reclaimed water systems. He has substantial design and construction experience with pipelines, pump/lift stations, storage facilities, and intake structures and has successfully managed multi-disciplinary projects and teams.

Raed Salem, PE, LEED AP BD+C | *Mead & Hunt* | Mechanical, HVAC, and Plumbing

Raed has over 27 years of experience in all phases of planning, design, and construction, including quality reviews at each stage. He has led mechanical design of many educational, corporate industrial, healthcare, and government projects including academic buildings; performance spaces; laboratories; manufacturing and machine shops; classroom buildings; residence halls; office buildings; and healthcare buildings.

Shaleena Manzanero | *Mead & Hunt* | Process Design

Shaleena has 16 years of national and international industry experience in water and wastewater treatment process design. She is proficient in membrane-based technology, including polymeric and ceramic microfiltration/ultrafiltration, reverse osmosis, and electro-deionization. She has worked closely with membranes in brackish/seawater desalination, water recycling, and reuse applications, including ultrafiltration/ microfiltration commonly used in membrane bioreactors (MBR).

Sheryl Parsons | *Mead & Hunt* | Grant Funding

Having spent 30 years with the U.S. EPA as a senior SRF program manager, Sheryl brings extensive funding knowledge and experience creating critical infrastructure finance plans for water and wastewater treatment facilities. Sheryl has co-led national teams in the development of funding guidance documents and the review of SRF programs. She has a history of providing financing alternatives and innovative solutions for complex infrastructure projects and has proved an invaluable resource in identifying projects for funding.

Tanner Rachal, PE | *Mead & Hunt* | Process Design

Tanner is experienced in a variety of water and wastewater. Many of his projects involved pump station design, master planning, hydraulic modeling, and permitting. His work includes basis-of-design reports, design drawings and specifications, construction cost estimating, permitting, bidding, and technical services during construction.

Eric McAra, PE | *KSM* | Geotechnical

Eric has more than 20 years of experience as a geotechnical engineer and in the construction materials testing field and has directed hundreds of projects throughout Central Florida. He has worked on geotechnical explorations and evaluations for utility pipelines, water and wastewater treatment facilities, roadways/ bridges projects, transmission/substation sites.

Maitland Melnyk, PE | *KSM* | Geotechnical

Maitland has five years of engineering experience spanning geotechnical and construction materials testing. geotechnical explorations and evaluations for water and wastewater treatment facilities, utility pipelines, subdivisions, and roadways/bridge projects.

Thomas Mead, PSM, PLS | *Southeastern Survey* | Land Surveying

Thomas has more than 40 years of professional surveying and mapping experience. He coordinates and schedules personnel for various state, federal, and private survey projects. Thom has worked on thousands of boundary surveys, as well as topographic surveys, and right of way design surveys with mapping.

Edwin Munoz Jr, PSM | *Southeastern Survey* | Land Surveying

Edwin has 14 years of professional surveying and mapping experience, with eight years at Southeastern Survey and six at other firms. His responsibilities include research, reconnaissance, project coordination, and scheduling field and office personnel for various private and public survey projects.

Nicole McConnell, PE

Project Manager, Treatment Pumping Systems, Headworks, Permitting Services

18 YEARS OF EXPERIENCE

8 YEARS WITH THE KIMLEY-HORN

Education

Bachelors, Environmental Engineering, Rensselaer Polytechnic Institute

Credential License

Registered Professional Engineer, FL (#73789)

Professional Organizations

Florida Water Environment Association, Member

Special Qualifications

More than 18 years of experience specializing in wastewater treatment plant and pipeline design

Wastewater treatment designs include odor control systems, headworks facilities, process basins, filtration and disinfection, and solids handling facilities

Serving the City of Port Orange since 2017 and has worked on numerous City projects including the East Master Lift Station, Citywide Hydraulic Modeling, multiple lift station rehabilitation projects, water facilities plan, and the 20-inch FM and 16-inch WM Halifax River crossing designs

RELEVANT EXPERIENCE

Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL
Project engineer. The project consists of equipment selection for owner direct purpose and preparing plans/specifications to replace existing dry pit centrifugal pumps with screw centrifugal pumps. The project includes replacing the existing variable frequency drives (VFDs), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the lift station wet well necessary to install a pre-rotation basin and leveling the wet well floor.

Manatee County Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation, Bradenton, FL – Project engineer. The SEWRF is a 12.6-MGD public access reuse facility. Kimley-Horn provided engineering services for internal recycle pump replacement, including the addition of new flow meters, replacement of internal piping, and removal of valves internal to the aeration basin and replacement with knife gate valves outside the walls. Kimley-Horn also provided headworks rehabilitation involving the replacement of aging mechanical bar screens, rehabilitation of the grit removal system, and structural rehabilitation of the channels and headworks structure in general. Kimley-Horn provided a structural evaluation of the elevated concrete structure and made recommendations on the repairs. In addition, Kimley-Horn prepared preliminary design report, construction plans and specifications, FDEP permitting, and construction observation.

Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL – Project engineer. Kimley-Horn is providing design, permitting, and construction administration services for a 2.5-MGD AADF (5.0-MGD buildout capacity) water reclamation facility (WRF) with advanced wastewater treatment capability (<; 5 BOD, <; 5 TSS, <; 3 TN), and public access reclaimed water system. The treatment process consists of Ovivo oxidation ditch, conventional clarifiers, and disc filters with smart biological control technology. The project delivery method was Construction Manager at Risk (CMAR). Kimley-Horn helped the owner obtain $60 million in FDEP Protect Florida Together Grant funds for the construction of a new WRF.

ADDITIONAL PROJECTS

- **West Villages Improvement District Southwest Wastewater Reclamation Facility, North Port, FL –** Project advisor.
- **Manatee County Southeast Water Reclamation Facility Storage Lakes and Reclaimed Pump Back Station Improvements, Manatee County, FL –** Project advisor.
- **Port Orange Hydraulic Modeling, Port Orange, FL –** Project advisor.
- **Brevard County Barefoot Bay Wastewater Treatment Plant (WWTP) Expansion Feasibility Evaluation, Indian Harbour Beach, FL –** Project manager.
- **Mid-County 3 MGD Wastewater Treatment Plant Headworks and Grit Removal Improvements, St. Petersburg, FL –** Project engineer.
- **Wekiva Hunt Club 3 MGDWater Reclamation Facility (WRF) Reliability Improvements** Project engineer.
- **Florida Government Utility Authority MacDill Air Force Base 1 MGD WWTP Headworks and Grit Removal Replacement, Tampa, FL –** Project manager.
- **Mount Dora Condition Assessment and Facility Evaluation of Wastewater Treatment Facility #1 and #2, Mount Dora, FL –** Project manager.

Brad Blais, PE | *Mead & Hunt*

Biological Process Team Leader

33 YEARS OF EXPERIENCE

33 YEARS WITH THE MEAD & HUNT

Education

Bachelors, Civil Engineering, North Carolina State University

Credential License

Registered Professional Engineer, FL (#47130)

Professional Organizations

City of Port Orange Construction Regulation Board (Chairman)

Florida Engineering Society (Past Chapter President)

National Society of Professional Engineers

Florida Institute of Consulting Engineers

Water Environment Federation

American Water Works Association

Special Qualifications

Over 33 years of consulting experience in the Central Florida region

Extensive experience designing water, sewer, and reclaimed water retrofit projects

Expertise in managing projects involving distribution within residential neighborhoods

Specialized in funding and financing, with a focus on grant and loan acquisition

Successfully secured over $30 million in grants and $200 million in low-interest loans since 2008

Comprehensive planning, design, and construction supervision across various projects

Proficient in raw water supply, water treatment, wastewater collection, and transmission

Experienced in advanced wastewater treatment and effluent disposal projects

RELEVANT EXPERIENCE

South Central Regional Wastewater Treatment Facility (SCRWWTF) Expansion, Brevard County, Viera, FL – Design project manager. Brevard County's SCRWWTF is an advanced nutrient removal treatment facility that provides sewage treatment and septage management for the rapidly growing area in and around Viera. The existing 6-MGD treatment facility is being expanded to a total capacity of 12-MGD. In addition to capacity expansion, this project includes numerous upgrades to the existing plant, a new laboratory, and a 12,000-square-foot maintenance and administration building.

Water Reclamation Facility Fiscal Year 18/19 Upgrades and Improvements, City of Cocoa Beach, FL – Project manager. Mead & Hunt completed a series of upgrades at the City's 12-MGD WRF including: influent treatment structure screens replacement, biological treatment post-anox tank automatic bypass capability, automatic backwash filter structure and filter equipment rehabilitation, biosolids upgrades to include new sludge conveyor systems and two new rotary drum thickeners, replacement of facility switchgear and automatic transfer equipment, Arc Flash study with recommended safety improvements, plant-wide supervisory control and data acquisition (SCADA) upgrades to allow monitoring, and control of existing and new equipment throughout the WRF.

Wiley M. Nash Water Reclamation Facility Expansion and Improvements, City of DeLand, FL – Project manager. Multiple project phases involved increasing the plant capacity from 4-MGD to 6-MGD, rehabilitating all mechanical pumps and equipment, adding mechanical thickening and odor control. The recent aeration and instrumentation project involved upgrading three carousel oxidation ditch BNR reactors to include six low-speed mechanical surface aerators with surface impellers and a submerged radial pumping impeller.

Wastewater Treatment Plant Expansion and Improvements, City of Holly Hill, FL – Project manager. This WWTP expansion included replacing most of the existing mechanical equipment and constructing a new 80-foot clarifier and two disk filters.

Eastern Water Reclamation Facility, City of Deltona, FL – Project manager. Mead & Hunt was a design team member for this project and the EOR for the finished effluent facilities portion of the work. The project involved a 5-MG pre-stressed concrete reclaimed water storage tank and high service reclaimed pump station.

ADDITIONAL EXPERIENCE

- **Edgewater Replacement and Upgrades, Edgewater, FL –** Project manager.
- **Ormond Beach WRF Solids Handling and U/V Disinfection, Ormond Beach, FL** Project manager.
- **White Acres Utility Improvements, Port Orange, FL –** Project engineer/QC/QA.
- **Williamson Boulevard Regional Pump Station, Port Orange, FL –** QC/QA.
- **Lakes/Fisher Water Reclamation Facility (WRF) Facilities Plan, Deltona, FL** Client manager.
- **Water Reclamation Facility Reclaimed Aquifer Storage and Recovery (ASR) Wells, Cocoa Beach, FL –** Project manager.

LEWIS BRYANT, PE

Project Principal

Total Years Experience: 24 years
Years with Kimley-Horn: 16 years

Education: Masters, Civil Engineering, University of Florida
Masters, Business Administration, University of Florida;
Bachelors, Civil Engineering, University of Florida
Bachelors, Technology, Regets College

Credential License: Registered Professional Engineer, FL (#65582)

Relevant Experience:

Port Orange Water Reclamation Facility Alternative Carbon Source Evaluation, Port Orange, FL – Project manager. Kimley-Horn created hydraulic and biological process models of the 12.0-MGD Port Orange Water Reclamation Facility and conducted a detailed evaluation of the hydraulic and biological process performance for the denitrification filters. Kimley-Horn conducted a pilot study to evaluate the cost and effectiveness of implementing non-hazardous carbon source alternatives to methanol. The study consisted of the preparation of a pilot study program protocol; pre-pilot study background data collection and analysis; pilot study implementation, monitoring, troubleshooting, and data collection; and post pilot-study data analysis and findings. Kimley-Horn created hydraulic and biological process models of the 12.0-MGD Port Orange Water Reclamation Facility and conducted a detailed evaluation of the hydraulic and biological process performance for the denitrification filters. Kimley-Horn also conducted a pilot study to evaluate the cost and effectiveness of implementing non-hazardous carbon source alternatives to methanol.

Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL – Project manager. Kimley-Horn is providing design, permitting, and construction administration services for a 2.5-MGD AADF (5.0-MGD buildout capacity) water reclamation facility (WRF) with advanced wastewater treatment capability (<; 5 BOD, <; 5 TSS, <; 3 TN), and public access reclaimed water system. The treatment process consists of Ovivo oxidation ditch, conventional clarifiers, and disc filters with smart biological control technology. The project delivery method was Construction Manager at Risk (CMAR). Kimley-Horn helped the owner obtain $60 million in FDEP Protect Florida Together Grant funds for the construction of a new WRF.

Additional Relevant Experience:

- **North Port Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** – QC/QA reviewer.
- **Bee Ridge Water Reclamation Facility Septage Receiving Improvements, Sarasota, FL** – QC/QA reviewer.
- **Babcock Ranch Water Reclamation Facility (Town and Country Utilities), Babcock Ranch, FL** – Project manager.
- **70 MGD East Central Regional Water Reclamation Facility (ECRWRF), West Palm Beach, FL** – Project engineer.

STEVE ROMANO, PE

QC/QA Team

Total Years Experience: 28 years
Years with Kimley-Horn: 9 years

Education: Bachelors, Engineering, University of Central Florida

Credential License: Registered Professional Engineer, FL (#57579); AZ (#76631)

Relevant Experience:

Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL – QC/QA. The project consists of equipment selection for owner direct purpose and preparing plans/specifications to replace existing dry pit centrifugal pumps with screw centrifugal pumps. The project includes replacing the existing variable frequency drives (VFDs), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the lift station wet well necessary to install a pre-rotation basin and leveling the wet well floor.

Manatee County Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation, Bradenton, FL – Quality control manager. The SEWRF is a 12.6-MGD public access reuse facility. Kimley-Horn provided engineering services for internal recycle pump replacement, including the addition of new flow meters, replacement of internal piping, and removal of valves internal to the aeration basin and replacement with knife gate valves outside the walls. Kimley-Horn also provided headworks rehabilitation involving the replacement of aging mechanical bar screens, rehabilitation of the grit removal system, and structural rehabilitation of the channels and headworks structure in general. Kimley-Horn provided a structural evaluation of the elevated concrete structure and made recommendations on the repairs. In addition, Kimley-Horn prepared preliminary design report, construction plans and specifications, FDEP permitting, and construction observation.

Additional Relevant Experience:

- **Wekiva Hunt Club 3 MGD WRF Reliability Improvements** Project manager.
- **Manatee County Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation, Bradenton, FL** – Quality control manager.
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL, Ocala, FL** – Project engineer.
- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **Manatee County Southeast Water Reclamation Facility (SEWRF) Storage Lakes and Reclaimed Pump Back Station Improvements, Manatee County, FL** – Project manager.
- **Port Orange Hydraulic Modeling, Port Orange, FL** Project advisor.
- **Brevard County Barefoot Bay WWTP Expansion Feasibility Evaluation, Indian Harbour Beach, FL** – Project manager.

KRIS SAMPLES, PE, DBIA | *MEAD & HUNT*

QC/QA Team

Total Years Experience: 15 years
Years with Mead & Hunt: 3 years

Education: Bachelors, Environmental Engineering, University of Central Florida; Bachelors, Civil Engineering, University of Central Florida

Credential License: Registered Professional Engineer, FL (78645); Design-Build Professional®, Design-Build Institute of America (DBIA®); Manhole Assessment Certification Program, Pipeline Assessment Certification Program, Lateral Assessment Certification Program, NASCO

Relevant Experience:

Wiley M. Nash WRF Expansion and Improvements, City of DeLand, FL – Principal-in-charge, collaborative delivery specialist. Mead & Hunt provided planning, design, funding, and construction engineering inspection (CEI) services for an advanced water treatment conversion and expansion of DeLand's WWTF to 8 million gallons per day (MGD), annual average daily flow (AADF). The expansion included the addition of a new influent pumping, screening, grit removal, and flow splitting. Two new 2.5 MGD, five-stage oxidation ditches, and 90-foot-diameter clarifiers were added. The disinfection system was converted to ultraviolet (U/V) disinfection for the ultimate plant capacity of 13 MGD.

Southwest Water Reclamation Facility (SWWRF) Capacity Expansion, City of St. Petersburg, FL – Project engineer. This fast-tracked project mitigated storm surge and increased wastewater facility capacity from 40 to 78 million gallons per day (MGD) delivered through an expedited design-build process. The project duration was two yearly storm cycles, and both fast and late track phases were implemented. The project supported elevating critical systems and included mechanical and electrical design and controls above the Category 3 storm surge requirements. The team applied prefabricated electrical buildings in the design to shorten construction time, included submersible pump and valve actuators where elevation was not possible, and provided a medium voltage standby power expansion and medium voltage transformer loop design.

Additional Relevant Experience:

- **Lake Park Pump Station 7, Windam Development Company, Vogel Brothers Construction, Sarasota County, FL** – Project manager and engineer of record (EOR).
- **Comprehensive Infrastructure for Tampa's Neighborhoods, City of Tampa, FL** – Project manager.
- **Gateway Extension Project, Florida Department of Transportation (FDOT), Pinellas County, FL** – Project engineer.
- **Brine Pipeline and Disposal Network, Haynesville Region, Produced Water Transfer, LLC (PWT), Logansport, LA** – Lead design engineer/design team manager.
- **Dale Mabry Brushy Creek Diversion Pump Station, Hillsborough County, FL** – Lead design engineer and project manager.

STEPHEN BAILEY, PE

Electrical / Control and Instrumentation, Telemetry and SCADA

Total Years Experience: 40 years
Years with Bailey Engineering: 32 years

Education: Bachelors, Electrical Engineering, Georgia Institute of Technology

Credential License: Registered Professional Engineer, FL (#42461)

Relevant Experience:

- **Electrical and Emergency Power Improvements, Port Orange, FL** – Project manager. Bailey Engineering Consultants, Inc., was contracted to provide electrical and instrumentation design associated with the referenced project. Our scope of work included the following: Design of two (2) 2000 amp electrical services to serve the south WWTF electrical building. Design of the new PLC control system to replace four (4) existing Data Flow PLC based RTUS. The new PLC was based on the Allen Bradley ControlLogix platform. Design of a new facility HMI system based on the Allen Bradley PlantPAX platform. This included servers and associated network devices. Design of new Tier 4 emergency power system.
- **Christiancy Lift Station, Port Orange, FL** – Project manager. Bailey Engineering Consultants, Inc., was contracted to provide electrical and instrumentation design associated with the referenced project. Our scope of work included the following: Evaluated the existing emergency generator to determine if it would be suitable to serve the new VFD operated lift station pumps. Electrical design associated with the lift station and new electrical room. Electrical design associated with the pump station buildings including power, lighting, lightning protection and limited access alarm points, (limit switches at entry doors). Electrical design associated with designing a local control panel to control the new pumps. The SCADA panel was tied into and controlled from the City's central location. Instrumentation and Control System design associated with the proposed pump station. BEC standard Process Instrumentation Diagrams were developed that depict the process and functionality.
- **East Influent Pump Replacement, Port Orange, FL** – Project manager. Bailey Engineering Consultants, Inc., was contracted to provide electrical design associated with the referenced project. Our scope of work included the following: Electrical design associated with the east influent pump replacement, including installation of new VFDs and a pump control panel.

Additional Relevant Experience:

- **Townhome Lift Station and SCADA Standards, Port Orange FL** – Project manager.
- **Oceans Lift Station, Port Orange, FL** – Project manager.
- **Bee Ridge WWRF Interim Improvements, Sarasota County, FL** Project manager.
- **Eastern Well and High Service Pump Upgrade, Eustis, FL** Project manager.
- **Babcock Ranch WRF, Babcock Ranch, FL** – Project manager.

MATT TEBOW, PE

Biowin Modeling

Total Years Experience: 13 years
Years with Kimley-Horn: 10 years

Education: Masters, Civil Engineering, University of Florida; Bachelors, Civil Engineering, University of Florida

Credential License: Professional Engineer, FL (#82414)

Relevant Experience:

- **Village of Wellington 6.5-MGD Wastewater Treatment Facility (WWTF) Upgrades and Rehabilitation, Wellington, FL** Project manager.
- **Ocala Water Reclamation Facility (WRF) #2 Facility Plan, Ocala, FL** – Project engineer.
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL** – Project manager.
- **Port Orange General Utilities Engineering Services Contract, Port Orange, FL** – Project engineer.
- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **Avon Park Wastewater Treatment Facility Expansion Plan, Avon Park, FL** – Project engineer.
- **PCA Wastewater Assessment, Winter Haven, FL** Project engineer.

JON MARTIN, PE

Site/Civil

Total Years Experience: 30 years
Years with Kimley-Horn: 25 years

Education: Bachelors, Civil Engineering, University of Central Florida

Credential License: Registered Professional Engineer, FL (#54055)

Relevant Experience:

- **Port Orange General Services, Port Orange, FL** Project manager.
- **Port Orange Utilities Engineering Services Contract, Port Orange, FL** – Principal-in-charge.
- **Herbert Street Sidewalk Improvements, Port Orange, FL** Project manager.
- **Continuing Professional Engineering Services Maitland, Maitland, FL** – Project engineer.
- **Madeline Avenue Roadway and Sidewalk Improvements, Port Orange, FL** – Project manager.
- **Thompson Pump Due Diligence Study, Port Orange, FL** Project manager.
- **Williamson Business Park, Port Orange, FL** – Project manager.

HEATHER RIPLEY, PE

Headworks

Total Years Experience: 15 years
Years with Kimley-Horn: 5 years

Education: Masters, Environmental Engineering, Pennsylvania State University; Bachelors, Civil Engineering, Ohio State University

Credential License: Registered Professional Engineer, FL (#88329)

Relevant Experience:

- **Englewood Water District Water Reclamation Facility New Headworks, Englewood, FL** – Project manager.
- **Port Orange Hydraulic Modeling, Port Orange, FL** – Lead modeling engineer.
- **Everest Water Reclamation Facility Headworks Basis of Design Report, Cape Coral, FL** – Project engineer.
- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **North Port Utilities Hydraulic Modeling and Water Quality Analysis, North Port, FL** – Project manager.
- **Englewood Water District Sewer Master Plan Update, Englewood, FL** – Project manager.
- **Advanced Wastewater Treatment Water Reclamation Facility (Town and Country Utilities), Babcock Ranch, FL** Project engineer.

CARA ELLIOTT, PE

Biosolids Treatment

Total Years Experience: 11 years
Years with Kimley-Horn: 7 years

Education: Masters, Environmental Engineering, University of Florida; Bachelors, Civil Engineering, University of Florida

Credential License: Professional Engineer, FL (#91064)

Relevant Experience:

- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **Belleview WWTF Headworks Screen Replacement), Belleview, FL** – Project engineer.
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL** – Project engineer.
- **Port Orange Utilities Engineering Services Contract, Port Orange, FL** – Project engineer.
- **Flagler County Plantation Bay 0.475-MGD DAVCO-style Wastewater Treatment Facility (WWTF) Phase 1 Design and CEI, Bunnell, FL** – Project engineer.
- **Marion County Golden Ocala WWTF Temporary Modification Plan and Headworks Analysis (Industrial Loading Evaluation), Marion County, FL** – Project engineer.

MIKE SEMAGO, PE

Headworks

Total Years Experience: 12 years
Years with Kimley-Horn: 10 years

Education: Bachelors, Civil and Environmental Engineering, University of Central Florida

Credential License: Registered Professional Engineer, FL (#87501)

Relevant Experience:

- **SEWRF Internal Recycle Pump Replacement/Headworks Rehabilitation, Manatee County, FL** – Project engineer.
- **Manatee County 7.5-MGD North County Regional Water Reclamation Facility (NCRWRF) Headworks, Clarifiers, and Chlorine Contact Chamber Improvements, Bradenton, FL** Engineer of record.
- **7.5-MGD NCRWRF Flow Equalization Tank, Manatee County, FL** – Engineer of record.

TUCKER HUNTER, PE

Treatment Pumping Systems

Total Years Experience: 11 years
Years with Kimley-Horn: 6 years

Education: Bachelors, Civil and Environmental Engineering, Old Dominion University

Credential License: Registered Professional Engineer, FL (#88634)

Relevant Experience:

- **Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL** – Project engineer.
- **Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL** – Project engineer.
- **Wekiva Hunt Club 3 MGD WRF Reliability Improvements** Project engineer.

COLTEN BRICKLER, PE

Treatment Pumping Systems, Biosolids Treatment, Permitting Services

Total Years Experience: 3 years
Years with Kimley-Horn: 3 years

Education: Masters, Civil Engineering, Florida A&M University; Bachelors, Civil and Environmental Engineering, University of Wisconsin, Platteville

Credential License: Registered Professional Engineer, FL (#98411)

Relevant Experience:

- **Water Reclamation Facility (WRF) East Master Lift Station Pump Conversion, Port Orange, FL** – Project engineer.
- **Condition Assessment and Facility Evaluation, Mount Dora, FL** – Project engineer.
- **Fisher WWTP Conversion, Deltona, FL** – Project engineer.
- **Carolina Landing WWTP Replacement, Fair Play, SC** Project engineer.

FELICITY APPEL, PE

Chemical Systems

Total Years Experience: 9 years
Years with Kimley-Horn: 6 years

Education: Masters, Civil and Environmental Engineering, University of Idaho; Bachelors, Chemical Engineering, Florida State University

Credential License: Registered Professional Engineer, FL (#87780)

Relevant Experience:

- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **Wastewater Improvements, Archer, FL** – Project engineer.
- **Glades Wastewater Treatment Facility (WWTF) Nutrient Study and Utility System Electrical Audit, Port St. Lucie, Port St. Lucie, FL** – Project engineer.
- **Okaloosa County Arbennie Pritchett WRF Solids Handling 5 MGD Expansion Design-Build, Fort Walton Beach, FL** Project engineer.
- **Anerobic Digester Condition Assessment, Tallahassee, FL** Project engineer.
- **Charlotte County FY 2021 Water and Wastewater Regulatory Compliance, Port Charlotte, FL** – Project engineer.

MADELINE KENDER, PE

Biosolids Treatment

Total Years Experience: 8 years
Years with Kimley-Horn: 8 years

Education: Bachelors, Civil and Environmental Engineering, University of South Florida

Credential License: Registered Professional Engineer, FL (#91111); Pipeline Assessment and Certification, u-0418-0703001435

Relevant Experience:

- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Project engineer.
- **Manatee County Southeast Water Reclamation Facility (SEWRF) Storage Lakes and Reclaimed Pump Back Station Improvements, Manatee County, FL** – Project engineer.
- **Sarasota County Bee Ridge Water Reclamation Facility (WRF) Interim Process Improvements - Design/Build Project, Sarasota, FL** – Project engineer.
- **Englewood Water District (EWD) Water Reclamation Facility (WRF) New Headworks, Englewood, FL** – Project engineer.
- **Peace River Interconnect and Potable Water Main (includes 30-inch and 36-inch potable water transmission main), Sarasota, FL** – Project engineer
- **Blue Ridge-Salford North Vacuum Pump Station, North Port, FL** – Project engineer.

SETH SCHMID, PE
Structural

Total Years Experience: 28 years
Years with Kimley-Horn: 28 years

Education: Masters, Structural Engineering, University of Florida; Bachelors, Civil Engineering, University of Florida

Credential License: Registered Professional Engineer, FL (#54640); AL (#35867)

Relevant Experience:
- **Sarasota County Bee Ridge Water Reclamation Facility (WRF) Septage Receiving Improvements, Sarasota, FL** Structural engineer.
- **Manatee County Southeast Water Reclamation Facility (SEWRF) Internal Recycle Pump Replacement and Headworks Rehabilitation, Bradenton, FL** – Structural engineer.
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL** – Structural engineer.
- **Manatee County 10 MGD Southeast Water Reclamation Facility (SEWRF) Storage Lakes and Reclaimed Pump Back Station Improvements, Manatee County, FL** Structural engineer.
- **Southeast Wastewater Reclamation Facility (SEWRF) Internal Recycle Pump Replacement/Headworks Rehabilitation, Bradenton, FL** – Structural engineer.
- **Pasco County Biosolids Facility Design-Build, Pasco County, FL** – Structural engineer.
- **West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL** Structural engineer.
- **Belleview General Engineering Services (includes WWTF Headworks Screen Replacement), Belleview, FL** Structural engineer.

NOLAN DICKERSON, EI
Structural

Total Years Experience: 4 years
Years with Kimley-Horn: 4 years

Education: Bachelors, Civil Engineering, University of Alabama

Credential License: Engineering Intern, FL (#1100023668)

Relevant Experience:
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL** – Structural engineer.
- **Pennbrooke Water Treatment Plant Water Quality Improvements, Altamone Springs, FL** – Structural engineer.
- **Babcock Ranch 8.0-MGD Reverse Osmosis Water Treatment Plant Expansion for MSKP Town and Country Utilities, Babcock Ranch, FL** – Structural engineer.
- **Belleview Water Reclamation Facility Expansion Construction Phase Services, Belleview, FL** – Project engineer.

JAROD STUBBS, PE
Site/Civil

Total Years Experience: 8 years
Years with Kimley-Horn: 8 years

Education: Bachelors, Civil Engineering, University of Florida

Credential License: Registered Professional Engineer, FL (#89387)

Relevant Experience:
- **Central Parc at Oakwater, Port Orange, FL** – Project engineer.
- **Waypointe, Daytona Beach, FL** – Project manager.
- **Watermark Residential, Davenport, FL** – Project engineer.
- **Victoria Park, Deland, FL** – Project engineer.
- **GOAA, Orlando International Airport STC South Terminal C Phase 1, Orlando, FL** – Project engineer.

MANI RODRIGUEZ, PE, IMSA I
Site/Civil

Total Years Experience: 6 years
Years with Kimley-Horn: 6 years

Education: Bachelor of Science, Civil Engineering, University of Puerto Rico at Mayagüez

Credential License: Registered Professional Engineer, FL (#94548), PR (#27884)

Relevant Experience:
- **Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, Osceola County, FL** Project engineer.
- **Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL** – Project engineer.
- **City of Maitland Comprehensive Plan, Maitland, FL** Project engineer.
- **Bicycle/Pedestrian Master Plan Update, Longwood, FL** Project manager.

JOE ROBERTS, PE
Structural

Total Years Experience: 13 years
Years with Kimley-Horn: 7 years

Education: Master of Engineering, Structural Engineering, University of Florida; Bachelor of Science, Civil Engineering, University of Florida

Credential License: Registered Professional Engineer, FL (#78547)

Relevant Experience:
- **Sand Lake Road Interchange Design, Florida's Turnpike Enterprise (FTE), Orlando, FL** – Structural engineer of record.
- **CR 532 (Nova Road) Bridge Repair Project, Continuing Services Contract, Osceola County, FL** – Project manager and structural engineer of record.
- **CR 208 Over Town Branch Bridge Replacement, Continuing Services Contract, St. John's County, FL** – Project manager.

VICTOR GALLO, PE
Storm Drainage / Resilience

Total Years Experience: 24 years
Years with Kimley-Horn: 6 years

Education: Masters, Engineering Management, University of South Florida; Bachelors, Civil Engineering, University of South Florida

Credential License: Registered Professional Engineer, FL (#75592), GA (#PE041195)

Relevant Experience:
- **Stormwater Master Plan, Port Orange, FL** – Project manager.
- **Cambridge Stormwater Pump Station, Port Orange, FL** Project manager.
- **Butler Street and Bessie Street Drainage Design, Windermere, FL** – Project engineer.
- **Manatee County 9th Avenue Northwest (NW), Bradenton, FL** Project engineer.
- **Apopka Continuing Professional Stormwater Management Engineering Services, Apopka, FL** – Project manager.

CHRIS NIFORATOS, PE
Storm Drainage / Resilience

Total Years Experience: 30 years
Years with Bailey Engineering: 7 years

Education: Masters, Environmental Engineering, University of South Florida; Masters, Business Administration, University of South Florida; Bachelors, Civil Engineering, Clarkson University

Credential License: Registered Professional Engineer, FL (#56881)

Relevant Experience:
- **City of Venice, Preliminary Vulnerability Analysis, Venice, FL** – Project manager.
- **City of Sebastian, Coastal Resiliency Plan and Comprehensive Plan Updates, Sebastian, FL** Project engineer.
- **St. Pete Beach Phase I Coastal Resiliency Plan Phase II Vulnerability Assessment, St. Pete Beach, FL** Project engineer.
- **Charlotte County FY 2021 Water and Wastewater Regulatory Compliance, Port Charlotte, FL** – Project engineer.

BRIAR BROGNA
Chemical Systems, Permitting Services

Total Years Experience: 1 year
Years with Bailey Engineering: 1 year

Education: Bachelors, Environmental Engineering, University of New Hampshire, Durham

Relevant Experience:
- **Edgewater Park Avenue Water Main, Edgewater, FL** Project analyst.
- **Waypointe Offsite Utilities, Port Orange, FL** – Project analyst.
- **Radiance Offsite Utilities and Master Lift Station, Palm Coast, FL** – Project analyst.

LAURA WITTENBAUER
Grant Funding

Total Years Experience: 23 years
Years with Kimley-Horn: 2 years

Education: Masters, Business Administration, University of Phoenix; Bachelors, Social Work, Florida State University

Relevant Experience:
- **Windermere Septic to Sewer Master Plan, Windermere, FL** Grant specialist.
- **Greenville Septic to Sewer Phase 1, Greenville, FL** Grant specialist.
- **Boynton Beach High Ridge TOD RAISE Grant, Boynton Beach, FL** – Grant specialist.
- **Wastewater Improvements, Archer, FL** – Grant specialist.
- **Montivella Septic to Sewer, Monticello, FL** – Grant specialist.
- **City of Boynton Beach Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL** – Grant specialist.

KATIE ENSTROM, PE
Storm Drainage / Resilience

Total Years Experience: 6 years
Years with Kimley-Horn: 6 years

Education: Bachelor, Civil Engineering, Florida State University

Credential License: Registered Professional Engineer, FL (#94474)

Relevant Experience:
- **Thompson Nursery Road Extension, Polk County, FL** Project engineer.
- **General Engineering Consultant, In-House Drainage Support, FDOT District One** – Drainage design engineer.
- **SR 72 from I-75 to Lorraine Road, FDOT District One** Drainage design engineer.
- **Miscellaneous Drainage Improvement Projects, DeBary, FL** Project manager.
- **St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), Oldsmar, FL** – Drainage design engineer.

DIANA BELLO
Grant Funding

Total Years Experience: 17 years
Years with Kimley-Horn: 2 years

Education: Master of Business Administration, Business Administration, Nova Southeastern University; Bachelors, Political Science, Florida International University

Relevant Experience:
- **On Top of the World North Advanced Wastewater Treatment, Marion County, FL** – Grant administrator.
- **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Grant, Frostproof, FL** Grant administrator.
- **Joe's Creek Greenway Trail - Project Management, Pinellas County, FL** – Grant specialist.

BILL BLACK, PE | *MEAD & HUNT*
Architectural/Building

Total Years Experience: 32 years
Years with Mead & Hunt: 15 years

Education: Bachelor, Civil Engineering, Michigan Technological University

Credential License: Registered Professional Engineer, FL (67873)

Relevant Experience:
- **Wiley M. Nash Water Reclamation Facility (WRF) Expansion and Improvements DeLand, FL** – Structural engineer of record.
- **Reclaimed Water Ground Storage Tank and Pump Station, DeLand, FL** – Structural engineer.
- **Valrico Advanced Water Treatment Plant (AWTP) Equalization Basin and Reject Pump Station Improvements, Hillsborough County, FL** – Structural engineer.

TANG FANG, AIA, LEED AP, | *MEAD & HUNT*
Architectural/Building

Total Years Experience: 23 years
Years with Mead & Hunt: 2 years

Education: Bachelor, Architecture, Cornell University

Credential License: Registered Architect, FL (94739); National Council of Architectural Registration Boards Certified; United States Green Building Council LEED Accredited Professional

Relevant Experience:
- **Sheridan Plaza Regency Centers, Ft. Lauderdale, FL** Senior architect.
- **Regency Square, Regency Centers, Brandon, FL** Senior architect.
- **Hyde Park Village WS Development, Tampa, FL** Senior architect.
- **Peacock Ford Peacock, Maitland, FL** – Senior architect.

RUSSELL FERLITA, PHD, PE | MEAD & HUNT
Biowin Modeling

Total Years Experience: 24 years
Years with Mead & Hunt: 2 years

Education: PhD, Civil Engineering, University of South Florida; Master, Environmental Engineering, University of South Florida; Bachelor, Chemistry, Loyola University

Credential License: Registered Professional Engineer, FL (77753)

Relevant Experience:
- **Post Oak WWTP Expansion Phase 1, Sherman, TX** Membrane specialist.
- **Reverse Osmosis (RO) WTP Refurbishment, Dunedin, FL** Project manager.
- **WTP #2 Zero Liquid Discharge Project, Palm Coast, FL** Project engineer.

MEIFA CHEN, PHD, PE | *MEAD & HUNT*
Biowin Modeling

Total Years Experience: 29 years
Years with Mead & Hun: 1 year

Education: PhD, Applied Fluid Mechanics, Clemson University Masters, Hydraulics and River Dynamics, China Institute of Water Resources and Hydropower Research; Bachelors, Water Resources, Wuhan University

Credential License: Registered Professional Engineer, FL (#66985)

Relevant Experience:
- **Reuse Booster Pump Station (BPS) 90 Design, Daytona Beach, FL** – Project manager.
- **South Hillsborough Wellfield Feasibility Study, Tampa Bay Water, Tampa, FL** – Technical lead.
- **Regionalization of Water Treatment Plants (WTPs) 1, 6, and 15, Deltona Water, Deltona, FL** – Project manager.

RAED SALEM, PE, LEED AP BD+C | *MEAD & HUNT*
Mechanical, HVAC, and Plumbing

Total Years Experience: 27 years
Years with Mead & Hunt: 2 years

Education: Masters, Mechanical Engineering, University of Akron; Bachelor, Mechanical Engineering, Kuwait University

Credential License: Registered Professional Engineer, FL (87890)

Relevant Experience:
- **ATW Concourse Expansion, Appleton International Airport, Greenville, WI** – Mechanical engineer.
- **ARFF & SRE Facility, Devils Lake Regional Airport, Devils Lake, ND** – Mechanical engineer.
- **Rock County Law Enforcement and Jail Addition, Rock County General Services, Janesville, WI** – Mechanical engineer.

SHALEENA MANZANERO | *MEAD & HUNT*
Process Design

Total Years Experience: 16 years
Years with Mead & Hunt: 1 years

Education: Masters, Civil and Environmental Engineering, University of South Florida; Bachelor, Biomedical Science, University of South Florida

Relevant Experience:
- **Wiley M. Nash WRF Expansion and Improvements, DeLand, FL** – Project engineer.
- **Sanitary Sewer Evaluation Survey Phase I and II, City of Fort Myers, FL** – QC/QA.
- **Brackish Water Reverse Osmosis (BWRO) Train, North Springs Improvement District, Coral Springs, FL** – Lead design project manager.

SHERYL PARSONS | *MEAD & HUNT*
Grant Funding

Total Years Experience: 32 years
Years with Mead & Hunt: 2 years

Credential License: Master, Management, Georgia State University
Bachelor, Management, Georgia State University

Relevant Experience:

- **Wiley M. Nash Water Reclamation Facility (WRF) Expansion and Improvements, DeLand, FL** – Funding lead.
- **Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI), Eight Different Municipalities, FL** – Funding lead.
- **Capital Improvement Plan (CIP) Funding Matrix, Fort Myers, FL** – Funding lead.

TANNER RACHAL, PE | *MEAD & HUNT*
Process Design

Total Years Experience: 5 years
Years with Mead & Hunt: 5 years

Education: Bachelors, Mechanical Engineering, University of Florida

Credential License: Registered Professional Engineer, FL (#96670)

Relevant Experience:

- **Collection System Assessment and Mapping, Daytona Beach Shores, FL** – Field engineer.
- **Cocoa Beach Reclaimed Water Main Replacement and Lift Station Force Main Upsize, Cocoa Beach, FL** – Project engineer.
- **Water Reclamation Facility (WRF) Plan Update, Cocoa Beach, FL** – Project engineer.
- **Southeast Ground Storage Tank and Pump Station Addition, Oak Hill, FL** – Project engineer.
- **Southeast Regional Water Reclamation Facility (SERWRF) Expansion, Oak Hill, FL** – Project engineer.
- **Northwest Reclaimed Water Ground Storage Tank (GST) and Pump Station Addition, DeLand, FL** – Project engineer.

ERIC MCARA, PE | *KSM*
Geotechnical Engineering

Total Years Experience: 20 years
Years with KSM: 3 years

Education: Masters, Business Administration, University of Central Florida; Bachelors, Civil Engineering, University of Central Florida

Credential License: Registered Professional Engineer, FL (#69841)

Relevant Experience:

- **Fort Florida Road Utility Improvements, Volusia County, FL** Senior geotechnical engineer.
- **Daytona Beach Pump Station Rehab, Volusia County, FL** Principal geotechnical engineer.
- **Old Kinds Road Utility Improvements, Volusia County, FL** Principal geotechnical engineer.
- **Port Orange Sugar Forest Lift Station, Volusia County, FL** Principal geotechnical engineer.

MAITLAND MELNYK, PE | *KSM*
Geotechnical Engineering

Total Years Experience: 5 years
Years with KSM: 5 years

Education: Bachelor, Civil Engineering, University of Florida

Credential License: Registered Professional Engineer, FL (#99073)

Relevant Experience:

- **St. Lucie County Water and Wastewater Treatment Plant, St. Lucie County, FL** – Geotechnical engineer.
- **City of Vero Beach Wastewater Treatment Plant, Indian River County, FL** – Geotechnical engineer.
- **Force Main Extension Rangeline Road, St. Lucie County, FL** Subsurface exploration and geotechnical engineering.
- **Intersection Improvements, Brevard County, FL** – Subsurface exploration and geotechnical engineering.
- **Water Main and Force Main for South Header Canal, St. Lucie County, FL** – Project engineer.
- **IRC Wastewater Treatment Plant Thrust Block, Indian River County, FL**– Subsurface exploration and geotechnical engineering.

THOMAS K. MEAD, PSM, PLS | *SOUTHEASTERN SURVEY*
Land Surveying

Total Years Experience: 44 years
Years with Southeastern Survey: 40 years

Education: Valencia Community College, Geoplane Training

Credential License: Professional Surveyor and Mapper, FL (#5624)

Relevant Experience:

- **Keller Road Water Treatment Plant Water Main Verification, Maitland, FL** – Principal.
- **Plantation Bay WTP, Bunnell, FL** – Principal.
- **Wiley Nash Water Reclamation Facility Expansion and Upgrades, DeLand, FL** – Principal.

EDWIN MUNOZ JR, PSM | *SOUTHEASTERN SURVEY*
Land Surveying

Total Years Experience: 14 years
Years with Southeastern Survey: 8 years

Education: Bachelors, Business Administration, University of Central Florida; Geomatics Certification, University of Florida

Credential License: Professional Surveyor and Mapper, FL (#7288)

Relevant Experience:

- **Keller Road WTP Water Main Verification, Maitland, FL** Project manager.
- **Seminole County Lynwood Water Treatment Plant Drainage Improvements, Apopka, FL** – Project manager.
- **City of Groveland Sunshine WTP and Sampey WWTP Monitoring Wells Groveland, FL** – Project manager.

*A copy of any and all professional licenses and certification would not fit in the page restriction and are instead available upon request.

D

QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES

D QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES

UNDERSTANDING OF PROJECT OBJECTIVES

The Port Orange Water Reclamation Facility was originally built in 1989 with treatment process modification in 2005. While the facility has undergone some modifications in the past, the general layout and treatment process has remained unchanged. The facility is in need of major equipment maintenance/ replacement and requires treatment process modifications to meet future effluent limits, as well as improve the overall operations access and ease of facility maintenance access. The existing treatment process consists of influent pumping, screening, grit removal, anaerobic-anoxic-aerobic (A2O) biological treatment, clarification, denitrification filtration, and disinfection. Sludge from the clarifiers is collected in sludge holding tanks, a thickening tank, and then pumped to belt filter presses for dewatering. Dewatered sludge is hauled off-site and landfilled.

KEY OBJECTIVES

- **Improvements to the west influent pump station including addition of prescreening at both influent pump stations**
- **Improvements to the headworks facility to reduce downstream ragging/grit buildup**
- **Improvements to the wastewater treatment processes**
- **Improvements to the sludge treatment and disposal system**
- **Improvements to the control systems, automation, and monitoring**
- **Electrical upgrades**
- **Improvements to on-site buildings due to flood concerns**
- **Improvements to the stormwater system**

The RSFQ requests professional services qualifications for design and permitting of the following modifications to the WRF:

- Replace upgrade equipment that has exceeded its useful life and provide for reliable WRF operation
- Meet Advanced Wastewater Treatment (AWT) criteria and effluent limits of 5-5-3-1 for Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Nitrogen (TN), and Total Phosphorus (TP), respectively.
- Improve operational efficiency, automation capabilities, and accessibility.
- Rehabilitate structures, piping, valves, fitting, and ancillary equipment.
- Replace outdated and/or inoperable electrical and I&C systems.
- Improve facility flooding through effective stormwater management.
- Replace existing operations buildings.

We have outlined both our project delivery and technical approach on the following pages.

We stand eager to work in collaboration with the City of Port Orange and our subconsultants Mead & Hunt, Bailey Engineering, Southeastern Surveying, and KSM on the upgrades of this vital facility to provide an operator friendly, resilient, and reliable wastewater treatment facility.

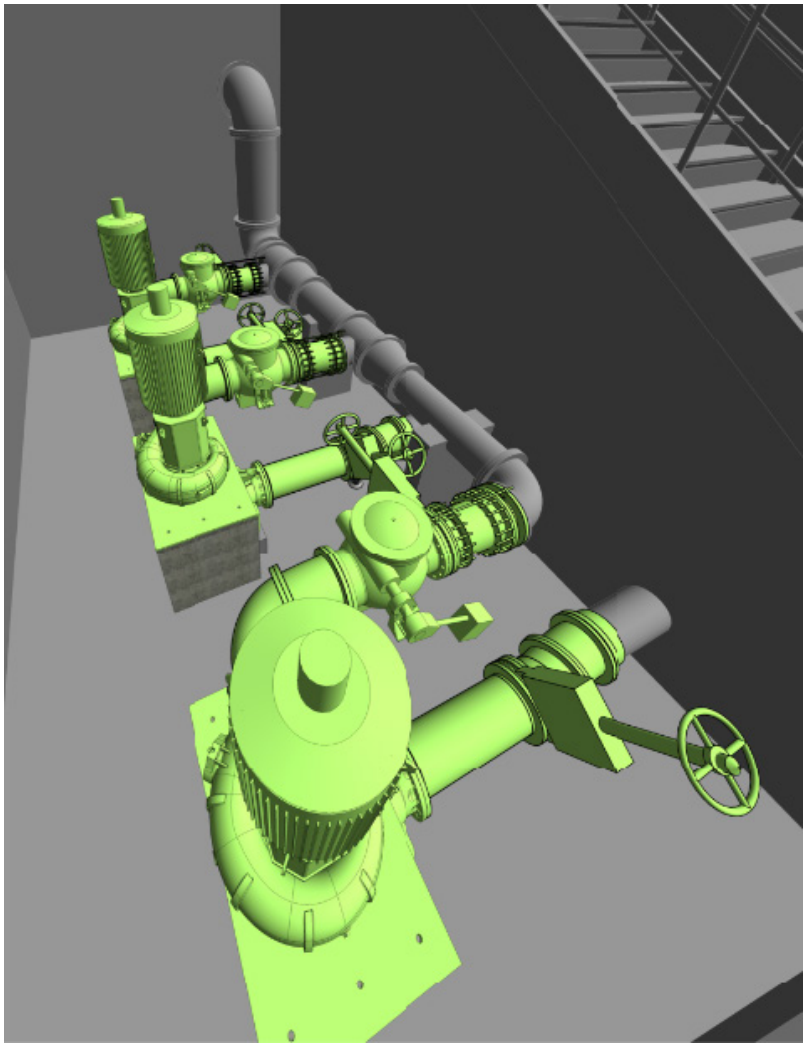
SCOPE OF SERVICES SUMMARY

Below is a detailed description of the requirements and submittal documents necessary at each design deliverable stage. The Kimley-Horn team affirms that we are able to meet these design deliverable requirements with the available resources and teaming partners.

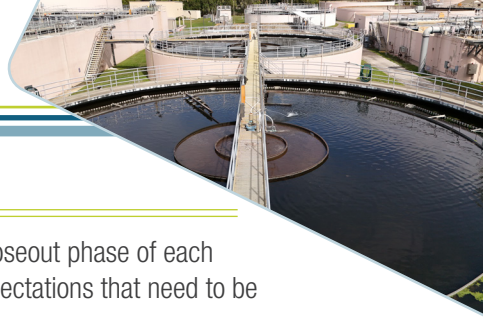
Design Stage	Deliverable
Basis of Design Report (15% Deliverable)	1. Basis of Design Report (PDF)
Conceptual Design (30% Deliverable)	1. One digital copy of conceptual design drawings (PDF) 2. List of Supplementary Technical Specifications and applicable Standard Specifications (Word) 3. Cost Estimate (Excel) 4. Comment Response Form from 15% deliverable with the action taken for each comment 5. Topographic Survey Plan 6. Geotechnical Report
Advanced Design (60% Deliverable)	1. One digital copy of preliminary design drawings (PDF) 2. Updated list of Supplementary Technical Specifications and applicable Standard Specifications (Word) 3. Supplementary Technical Specifications 4. Revised Cost Estimate (Excel) 5. Comment Response Form from 30% deliverable with the action taken for each comment 6. Draft Florida Department of Environmental Protection (FDEP) permit application
Final Design (100% Deliverable)	1. One digital copy of final design drawings (PDF) 2. Final list of Supplementary Technical Specifications and applicable Standard Specifications (Word) 3. Final Supplementary Technical Specs 4. Final Cost Estimate (Excel) 5. Comment Response Form from the 60% deliverable with the action taken for each comment 6. Updated table of permits with tracking and status 7. Digital copy of all applicable permits
Issue for Bid (IFB) (IFB Deliverable)	1. One digital copy of IFB drawings (PDF) signed and sealed by the professional engineer 2. Digitally signed and sealed copy of final standard and supplementary specification index in Port Orange's format 3. Supplementary Technical Specifications 4. Digitally signed PDF copy of final construction cost estimate in Port Orange's format and an editable copy (Excel) 5. Final Design Technical Report (PDF) signed and sealed 6. Comments Response Form of the 100% Deliverable revision answered, with the specific action taken for each comment (Excel) 7. Digital copy of all applicable permits

The Kimley-Horn team uses Building Information Management (BIM) design technology. BIM design technology provides a more effective and efficient design and project delivery including:

- Improved visualization with designers, contractor, and owner
- Improved productivity due to easy information retrieval
- Conflict detection and 3D visualization improved quality of deliverable by reducing potential for errors and omissions
- Reduced construction costs by improved accuracy of construction estimates (interactive embedded material information)
- Reduced time for design revisions
- Promotes design team collaboration and communication of design updates
- Reduces cost of data creation due to joint use of common information by the design team, contractor, and owner



REVIT model from the East Master Lift Station



PROJECT MANAGEMENT AND DELIVERY APPROACH

At Kimley-Horn, we focus on project management. From the inception phase through the project closeout phase of each project, project management is an ongoing process, and we recognize each project has its own expectations that need to be understood and then exceeded.

FUNDAMENTAL PRACTICES FOR MANAGING THIS PROJECT

- Develop a clear understanding of what the project is to accomplish
- Develop a comprehensive work plan and schedule to accomplish the project goals
- Set weekly milestones that support the larger milestones and review these milestones with the project team on a weekly basis
- Always involve the City as integral members of the team
- Coordinate with regulatory and permitting agencies early and often
- Create an atmosphere that encourages clear communication and teamwork to accomplish project goals. Our integrated project leadership will collaborate with the City on development of a detailed project management plan. This plan will establish parameters for data management, correspondence, task responsibility, etc. as depicted in the image above. It is an ongoing process that will be updated as project parameters change. This will be communicated to the project team and will provide a tool to help the project move forward.

CONTINUED COLLABORATION WITH THE CITY

Communication is the foundation of this relationship and will make you aware of any project concerns, including impacts to scheduling and budgets, immediately. We propose having bi-weekly, 30-minute conference call with the City's Project Manager and Kimley-Horn to touch base on any project priorities and sharing of information in an open and candid manner. Regular communication has been key on our other City projects.

KNOWLEDGE OF CITY REQUIREMENTS AND PROCESSES

The Kimley-Horn has a thorough understanding of the City's processes, procedures, and we know your staff. Kimley-Horn and Mead & Hunt have both been working with the City for over 20 years. We will build upon this relationship reinforcing our partnership in delivering this vital project.

COLLABORATION BETWEEN KIMLEY-HORN AND SUBCONSULTANTS

Kimley-Horn has worked with Mead & Hunt on numerous, successful projects across the State of Florida. We will continue our successful collaboration, utilizing both Kimley-Horn's strong relationships with City Staff and Mead & Hunt's unparalleled knowledge of the City's WRF. Additionally, we have worked closely with Bailey Engineering Consultants on a significant number of projects in Florida and, more specifically, with the City. Our collaborative team will bring the strongest team together for this very important project.

PROJECT WORK PLAN APPROACH AND DELIVERABLES

This graphics illustrates the work plan approach Kimley-Horn will follow to deliver the Port Orange Water Reclamation Facility Upgrades for the City and its customers. Our approach is specifically tailored to meet the needs of the City objectives and requirements for deliverables at each stage of the project. This graphic also highlights the timing of critical activities related to permitting, equipment procurement, risk management, constructability reviews, and quality checks.

Our project management team prepares and maintains a "Project Work Plan"

NOTICE TO PROCEED, KICK-OFF MEETING, AND WORKSHOP

15% DESIGN MEETING WITH CITY'S TECHNICAL STAFF

BASIS OF DESIGN REPORT

PROJECT OVERVIEW
- Description and Location

GENERAL
- Required Studies and Environmental Documents/ Permits
- Client Standards and Design Guidelines
- Code Compliance & OSHA
- Sustainability and Health Goals
- Design Risks and
- Constructability

PROJECT REQUIREMENTS
- Preliminary Process Flow Diagrams, Site, and Building Requirements, Drainage, Demolition, Parking
- Utilities Requirements

DESIGN CRITERIA
- Building, Site/Stormwater, Structural, Landscape Design Calculations, Equipment

30% CONCEPTUAL DESIGN
- Design Technical Report
- Studies and/or Assessment Reports
- Design Calculations
- Topographical Survey and
- Geotechnical Report
- Site Visits and Meeting Minutes
- I&C Deliverables
- 30% Design Drawings and Specs Index
- Comment Response Form
- Construction Cost Opinion (Preliminary)
- Construction Cost Opinion (Preliminary)
- Jar Test Report

60% ADVANCED DESIGN
- Updated Technical Design Report
- Studies and/or Assessments Reports
- 30% Design Workshop Meeting Minutes
- 60% Design Drawings, Process Flow Diagram, Hydraulic Profile, Process Design, Building Design and Structural Design
- I&C Deliverables
- Updated Supplementary Specs Index Draft – Phase Deliverable Shall be Identified
- List of Major Equipment
- Land Parcel Plans (As Required)
- 30% Comments Response Form
- Updated Permits List
- Updated Cost Opinion

FINAL DESIGN (100% DELIVERABLE)
- Updated Design Technical Report
- Updated List of Supplementary Technical Specifications and of Applicable Standard Specifications
- Final Construction Cost Opinion
- Final Construction Drawings
- Comments Response Form of the 60% Deliverable
- Updated Table of Permits with Tracking and Status
- Copy of the Permits issued

ISSUED FOR BID DESIGN, BID PACKAGE, AND ASSISTANCE
- Updated Design Technical Report, Signed and Sealed by the Professional Engineer
- 100% Design Workshop Meeting Minutes
- 100% Design Drawings, Signed and Sealed by the Professional Engineer
- Final Comment Response Form
- Final Spec Sheets and Index, Signed and Sealed by the Professional Engineer
- Updated Permits List Table
- Updated List of Major Equipment
- Final Permits
- Final Construction Cost Opinion
- Final QC/QA
- Bid Package Review Workshop
- Prepare Project Technical Presentation
- Develop Bid-Ready Package
- Assist City in the Evaluation of Bid Proposals

Each design step will include a QC/QA review with documentation of comments from a qualified resource not included in the day-to-day workflow. The 30% and 60% phases include a constructability review.

FINAL PERMITTING
All Initiated Early; Agencies as Partners

ENGINEERING SERVICES DURING CONSTRUCTION (FUTURE)
- Construction Progress and Coordination Meetings
- Submittal, Shop Drawing, Change Request Review
- Contract Document Resolution/ Clarification
- Substantial Completion Inspection
- Punch List
- Final Completion Inspection

START-UP AND COMMISSIONING (FUTURE)
- Testing and Commissioning
- Energy and Treatment
- Optimization
- Pump and System
- Optimization
- Owner Training
- Establish Testing Standard Operating Procedures (SOPs)

PORT ORANGE WRF UPGRADES COMPLETED & OPERATIONAL

PROJECT CLOSE-OUT
- Record Drawing Preparation
- Permit Closeout Documentation
- Asset Database Update

Project administration will include bi-monthly reporting with workshops when targeted design review and input is required. We propose workshops be conducted at the City's office.

TECHNOLOGY EVALUATION/PROPOSED TECHNICAL APPROACH

The requested services in the RFP are intended to provide for the comprehensive rehabilitation of the Port Orange WRF. Kimley-Horn proposes to perform tasks that include assessments, design, preparation of permits, studies, reports, and the preparation of construction cost opinions and bid documents necessary for construction of the project. Mead & Hunt prepared the FDEP Clean Water State Revolving Fund (CWSRF) Facility Plan for this project and we have worked closely with Mead & Hunt to establish the project's scope of work as the basis of our project approach.

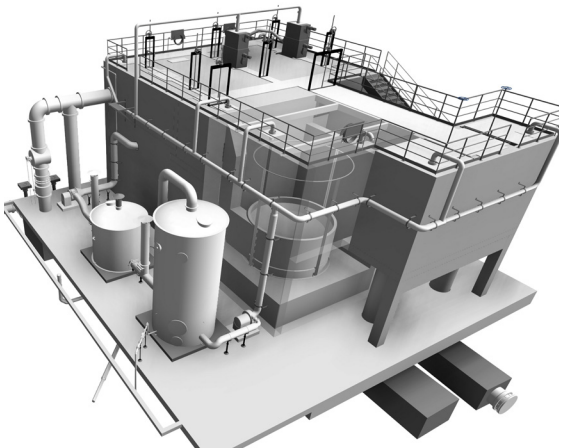
Preliminary Treatment

Raw sewage enters the site via two 30-inch gravity mains and splits to one of two influent pumping stations, the East Master Lift Station (EMLS) and West Master Lift Station (WMLS). There are a total of six influent pumps, three at each station, each on variable frequency drives rated for 5,200 gallons per minute (gpm). With one of the influent pumps out of service, the combined capacity is 26,000 gpm, approximately 37.4 MGD. Kimley-Horn designed the electrical upgrades, wet-well/piping modifications, and pump replacement for the EMLS, which is currently under construction. The WMLS pumps have reached the end of their useful life and will require similar upgrades. Both pump stations experience significant ragging and require frequent maintenance. To address this we recommend coarse prescreening for the influent flows to both master lift stations. This can be accomplished by adding a prescreening structure upstream of each pump station. The influent piping is approximately 15 feet below grade, requiring significant excavation and space to protect existing infrastructure. This looks possible at the EMLS in the stormwater retention area east of the building, but there is limited space near the WMLS.

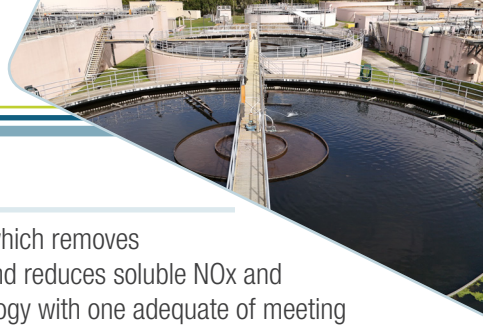
Alternatively, since the WMLS needs to be rehabilitated, it will be evaluated to construct one prescreening structure and expand the EMLS to handle 100% of the flows. This will centralize the maintenance and operations for the pump station and make the facility more constructable. Since the excavation for the prescreening will already be over 16 feet deep, excavating an additional five to 10 feet for the larger facility offsets a portion of the cost as compared to constructing two prescreening facilities. This will add a 1,500-square-foot structure to the site east of the EMLS. The prescreening structure can be constructed as an integrated part of the overall building, making access safer and easier.

Each master lift station pumps through a 30-inch force main to the elevated influent headworks structure which currently consists of two 3-millimeter step screens to provide influent screening. The City has had numerous screen failures and these step screens have been unable to provide reliable influent screening for the site. Replacing these failing screens is imperative to provide the needed screening for a downstream process. As a temporary measure the City is installing two center flow screens to provide more reliable screening. This installation will retrofit the center flow screens in the existing channels. Flow from the screens enters the centrifugal grit removal "teacups." The four teacups have a combined rated capacity of 24.0 MGD for optimum grit removal. The "teacups" have also reached the end of their useful life and require replacement.

The entire headworks structure is proposed to be modified or replaced to accommodate the new Hydro-Dyne Centerflow Screens with an integrated screenings washer and compactor. The existing "teacups" will be replaced with the Hydro International Headcell grit removal units, which provide a greater grit removal efficiency at a wider range of flows. The Headcell units use stacked trays which allow for removal of finer grit particles. The grit is discharged to a grit washer to remove any biological material, allowing the grit to be easily hauled off. The screened and degritted wastewater discharges across an overflow weir to a collection chamber for transfer to the secondary treatment system. Full flow emergency bypass channels will be designed for the full pumping rate of the influent pump station to ensure that the structure will not overflow even in extreme weather events.



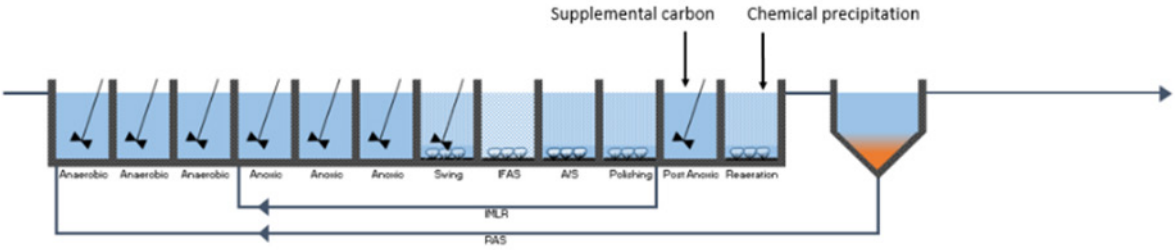
CONCEPT DESIGNS FOR NEW HEADWORKS WITH HEADCELL GRIT REMOVAL AND HYDRO-DYNE SCREENS.



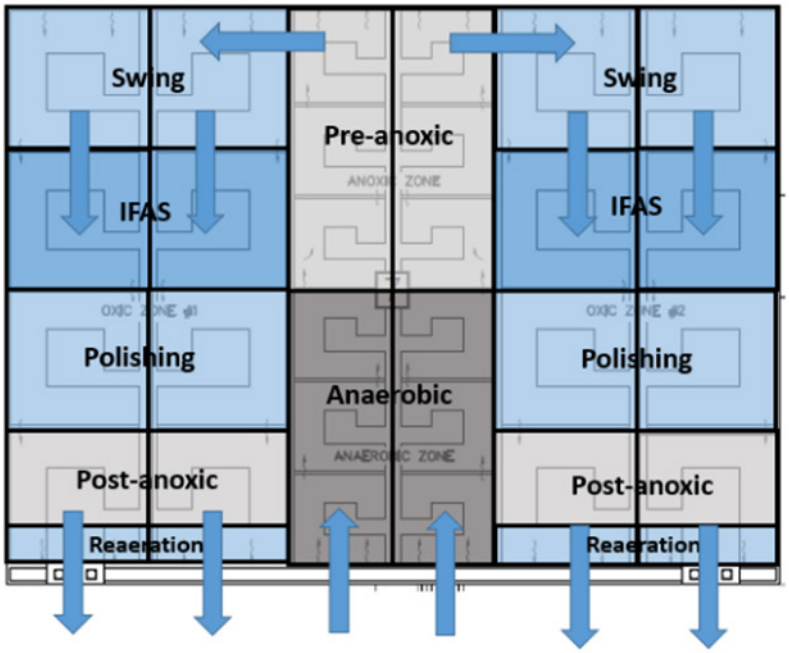
Biological Nutrient Removal (BNR) Process

The current biological treatment process is an anaerobic-anoxic-aerobic (A2O) treatment process which removes nitrogen and phosphorous from wastewater. This process currently achieves 95% BOD reduction and reduces soluble NOx and phosphorous levels to 10.0 mg/l and 1.0 mg/l, respectively. The City desires to replace this technology with one adequate of meeting advanced wastewater treatment (AWT) criteria and effluent limits of 5-5-3-1 mg/l for Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Nitrogen (TN) and Total Phosphorus (TP).

Brad Blais, PE, will be leading this biological treatment portion of the technical design effort. The proposed process alternative for this project is a moving bed biological reactor (MBBR), Integrated Fixed Film Activated Sludge (IFAS) treatment process. The process is a high rate, five-stage activated sludge process that will fit within the footprint of the existing Biological Treatment Unit (BTU). It includes a media zone where specialized media, Anox-Kaldnes media, resides in an oxic treatment zone and enables high-rate nitrification. A schematic representation of the process is illustrated below.



IFAS system process schematic

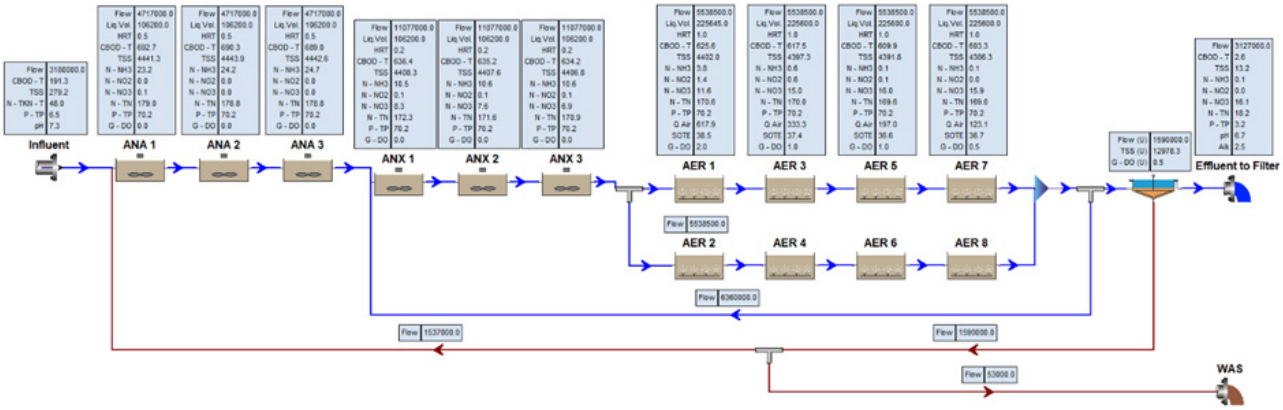


Proposed IFAS Configuration

Brad Blais and the Mead & Hunt team have designed and assisted in construction of other, similar sized IFAS projects in Florida, including Cocoa Beach WRF (6.0 MGD) and Brevard County South Central Regional WRF (12.0 MGD total, 6.0 MGD IFAS).

Process Modeling

Biological treatment process modeling is a beneficial tool used to optimize the facility design by looking at the range of operating parameters which could be experienced. This allows for the more useful sizing of equipment and controls, providing operations staff with more flexibility to meet the changing conditions at a wastewater facility. BioWin is a powerful wastewater treatment process simulator that is widely used in the industry and effectively ties biological, chemical, and physical process models together to better design the treatment process. Our team has expert BioWin modeling professionals on staff who have decades of experience working with the program. We will leverage this experience to provide a better facility design addressing typical flows as well as wet weather extreme flow events which will help provide operations procedures to prepare for high-flow conditions.

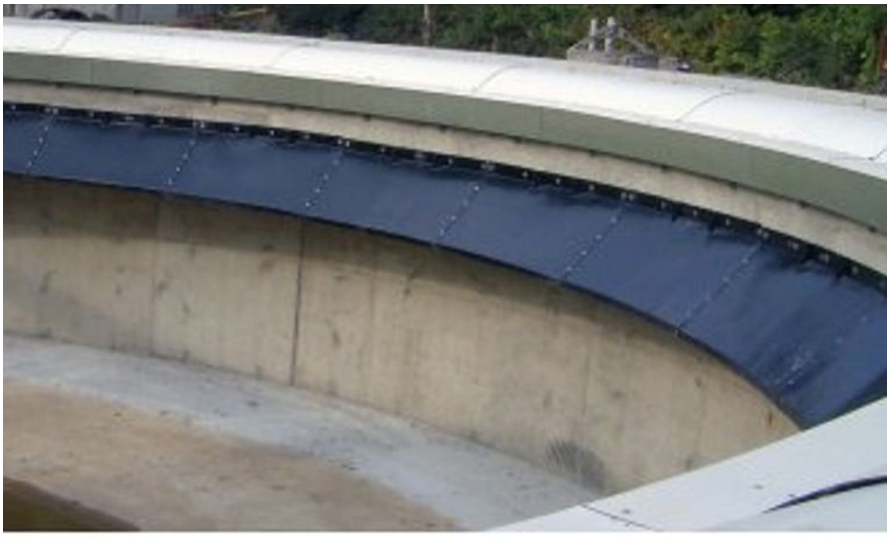


Secondary Clarification and RAS/WAS Pumping

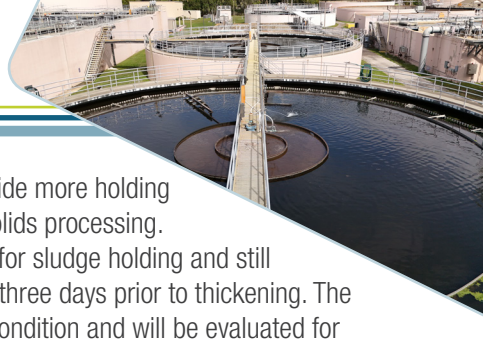
Gravity flow from the BNR Process enters four clarifiers. All clarifiers are 80-foot diameter, circular structures with a 12-foot side water depth. The surface loading rates for each are approximately 600 gpd per square foot under average daily flow conditions.

The mechanical collection equipment within the clarifiers, clarifier drives, bridges, and walkways were installed in 1990 and have exceeded useful life recommendations and require replacement. The concrete structures are in good condition and can accommodate the new mechanical equipment retrofit.

Installation of spiral blade collection mechanisms along with density current baffles for improved settling characteristics is recommended. The Plan also recommends fiberglass launder covers or submerged weirs for reduced maintenance and algae control. The illustration to the right depicts fiberglass density current baffles and launder covers.



New Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pumps are also proposed for installation. New non-clog, dry pit submersible pumps are proposed for installation along with new flow meters, VFDs and controls. The new pumps will provide for return of 100% of average influent flow, which represents an increase in pumping capacity.



Tertiary Treatment

Clarified effluent flows by gravity to the deep bed sand filtration units. Six filter bays with mixed media and supplemental carbon feed facilities provide for suspended solids reduction and effluent nitrate reduction. The deep bed filters are currently being modified under a separate contract.

The existing clearwell is an 11.5 ft x 14 ft x 11.5 ft rectangular basin. The deep bed filter effluent is pumped to the clearwell using four 5,600-gpm clearwell feed pumps. The water in the clearwell spills over a weir into the reaeration basin. Five submersible aerators are in place to elevate soluble dissolved oxygen levels. Reaeration chamber volume is 47,000 cubic feet, and hydraulic detention time is 42 minutes.

The chlorine contact chamber volume is 45,000 cubic feet, and hydraulic detention time is 40 minutes, under average daily flow conditions and 20 minutes at peak daily flow (PDF). High level disinfection is provided for public access reuse (PAR) production. The liquid sodium hypochlorite is paced by flow meters.

Port Orange owns and operates a reclaimed water reservoir storage and pump station facility. The reservoir provides aquifer recharge, seasonal reuse storage, wetland outfall, and filtration for reuse\recovery. The existing 10.5 MGD annual average daily flow permitted capacity slow-rate public access system consists of three 1-million gallon reuse storage tanks, two golf course ponds, and 170-acre Reclaimed Reservoirs.

Modifications to the tertiary treatment system, including pumping, chemical dosing, and piping improvements, will be evaluated during preliminary design.

Solids Handling

Port Orange operates three aerated sludge holding tanks. Each has a capacity of 120,500 cubic feet, the total volume available is 361,500 cubic feet or 2,704,000 gallons. Typical WAS concentration is approximately 1.0% (±). Digestion to meet Class B stabilization is not provided, therefore these tanks serve as holding tanks to pace flows to the dewatering equipment and storage of waste. Each aerated holding basin has coarse bubble air diffusers, which provide mixing and aeration for odor control. The combined capacity of the aerated holding tanks provides approximately nine days of storage volume. Decanting is not performed in these holding tanks, the flow is transferred to a 40-foot diameter sludge thickening tank through two sludge transfer pumps. The thickener can hold 141,000 gallons which represents a minimum of 0.5 days storage and increases the sludge concentration to 2 percent solids. This decanted sludge is then pumped to the dewater facility for final processing.

The solids holding tanks provide more holding volume than needed for biosolids processing. One of the tanks is sufficient for sludge holding and still provides a holding volume of three days prior to thickening. The other two tanks are in good condition and will be evaluated for alternative uses. This 1.8 million gallons of volume can potentially be used for some equalization storage or even for reject storage to allow for reprocessing some flows through the facility. This can provide added operational flexibility and reliability to maintain compliance through various circumstances.

The dewatering facility currently consists of five belt filter presses onsite which typically dewater the biosolids to approximately 15 percent solids content. Each press has a two-meter belt and is regularly operated to process the necessary biosolids inventory. The biosolids are all discharged through a conveyor system from each of the presses to discharge to a dump truck for hauling and disposal. While the belt filter presses are still operable, they are aging and in need of replacement. This will reduce maintenance and, more importantly, will likely improve the dewatering capability to 18 to 20%. Additionally, newer presses have a higher processing capacity and will likely reduce the number of overall presses from five to four units. These improvements will include revisions to the sludge feed pumping systems, the polymer injection system, and dewatered sludge conveyance systems within the building. The building will be inspected and any necessary structural or access modifications will be included in the preliminary evaluation for consideration.

Electirical System Improvements

ELECTRICAL SYSTEM CRITERIA

The primary focus of the electrical system improvements is to achieve gains in overall electrical system reliability and improve the overall system's operational abilities. The existing electrical system does not provide EPA defined Class 1 Electrical Reliability. Based on EPA guidelines for facilities of this type producing Class 1 reuse, it is recommended that a dual main electrical service be implemented for this facility. The following serves to identify the suggested approach for achieving these improvements.

NORMAL POWER SYSTEM RECOMMENDATIONS

The existing WWTP site is served from two separate FPL service points, north and south. The existing plant electrical service equipment is located near the north and south FPL transformers. This distribution equipment serves all plant electrical loads. The south electrical distribution equipment is currently being upgraded as part of the facility reliability improvements. The focus here is the facility's north electrical system.

A single 1600-amp main breaker/ATS/switchboard serves the north electrical equipment. The service equipment is located below the 100-year floodplain and has received water damage. The reliability of the existing north electrical system is degraded and replacement is needed for all electrical components.

In order to serve the estimated 1200 KVA of north facility loading and to implement Class 1 electrical service, we are providing a new north electrical system. Dual 1600-amp services are recommended. Each service will consist of a main breaker, ATS and MCC. The services will be interconnected after the ATS breaker to permit complete WRF operations in the event a single ATS or primary feeder is out of service. A single 1600-amp main breaker is capable of serving 1250 KVA (1250 HP) of loading continuously. This is designed to carry the entire north WWTF.

The new electrical service equipment will be installed in an air conditioned building just west of the existing high service pump station. The proposed building size is 30 ft X 20 ft. The location will allow the most economical re-feed of the north electrical components.

EMERGENCY POWER SYSTEM RECOMMENDATIONS

A single 600KW generator serves the north WRF facility. The existing generator is aging and requires replacement. The City desires to mirror the generator reliability installed with the South WRF electrical improvements. The upsized generator size will handle the anticipated VFD loading for the future north facility improvements. Mead & Hunt and Bailey Engineering previously recommended that dual natural gas fired 1000KW generators be installed to serve the north process improvements.

Dual generators increase emergency operational flexibility. In the event a single generator fails the second generator can be connected to operate the entire facility. Connecting generators via individual automatic transfer switches is less complicated than traditional paralleling equipment. This reduces down time and repair costs.

Instrumentation and Controls

CONTROL SYSTEM CONSIDERATIONS

The City is currently migrating from the existing Data Flow process monitoring and control system to the Rockwell Automation PlantPAx distributed control system. The initial foundation for the PlantPAx SCADA system is being completed during the EMLS project.

Additional enhancements will be completed when the South Emergency Power and Filters Upgrade (Filter/Gens) project is advertised and completed. The PlantPAx system will be expanded to handle all facility SCADA requirements as facility improvements are designed and constructed.

The Kimley-Horn, Mead & Hunt, and Bailey Engineering team is currently working with the City on the EMLS and Filter/Gens projects. This puts the City at a cost and time advantage as the facility is being migrated to a PlantPAx control system.

EXISTING SYSTEM

The existing Data Flow system utilizes approximately 15 Remote Telemetry Units (RTUs) distributed throughout the plant to control and monitor plant processes.

The existing HMI sub-system comprises two PC-based server/workstations running a HyperScada HMI application program and miscellaneous peripherals. These components are inter-connected by a master Ethernet switch. This switch provides Ethernet copper to fiber media converters. The fiber connections are linked via separate fiber optic cables to similar media converters and Ethernet switches in each RTU.

Each of the existing RTU control panels contains a data flow system (DFS) based PLC, ethernet switch with ethernet to fiber converter for network connections and an Uninterruptible Power Supply (UPS).

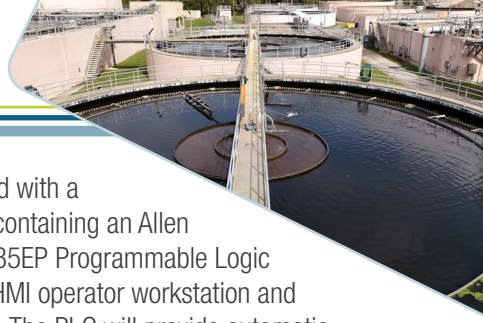
The PLCs are direct connected (hard-wired) to all control equipment and field instruments, providing plant-wide monitoring and control functions and plant automation functionality with centralized operator interface via the HMI sub-system.

PROPOSED CONTROL SYSTEM

INITIAL CONSIDERATIONS

The majority of the existing process equipment will be affected by the upcoming plant improvements. A significant portion of the DFS equipment is at or nearing end of life conditions. Plant operations must be maintained during the plant expansion process.

A phased replacement plan will be developed to migrate the existing RTUs over to the PlantPAx system. This will allow new process equipment to be tested and started up while the existing process equipment continues to operate with the existing system. Once the newly installed equipment is sufficiently operational, the remainder of the existing equipment can be removed from the existing system and replaced.



CONTROL SYSTEM DESIGN

Continued process operation is essential for wastewater treatment facilities. This is why process equipment is provided in a minimum of X+1 configuration – i.e. any failure of a specific process component can be tolerated while maintaining full treatment capacity. Likewise, the WRF control system should be designed so that any component failure causes minimal loss of process operation. The following outlines our team's approach for the recommended redundant control system.

- Dual rack-mounted HMI application servers are recommended. These will be furnished with the latest version of the PASS (Factory Talk Supervisory Edition) application software package. The redundancy feature ensures that no data or operational functions will be lost in the event of a server failure.
- PC-based operator workstations will be provided for the control room. These will be provided with FactoryTalk thick client application software to allow operators complete interface with the HMI server software.
- A color network laser printer is recommended for the control room for reports and screen capture.
- An additional PC workstation is recommended for the laboratory. This workstation will allow users to enter laboratory data directly into the HMI package to develop required reports.
- Redundant ethernet mixed media switches are recommended. These switches provide interconnection between all HMI sub-system components and the distributed plant PLC. Each HMI server will be connected to both switches which will, in turn, connect to two independent network Local Area Networks (LANs). Redundant switches provide network resiliency in that, if a network link fails, only a maximum of 50% of automatic operations are affected.
- A System Network Rack is recommended for the HMI servers, master ethernet switches and miscellaneous RJ45 and fiber marshalling panels. Space will also be provided for any City IT components needed for Wide Area Network (WAN) or administrative networking components.

New process equipment will be powered through Smart interconnected Solid State Soft (SSS) starters, Variable Frequency Drives (VFDs) and Full Voltage Non-reversing (FVNR) starters located within the existing facility buildings.

We propose that all new process equipment are PlantPAx compatible and be provided with Ethernet/IP communications. This will reduce installation and start-up problems by allowing the MCC line-ups to be fully factory tested and reduce field wiring.

Each building will be equipped with a Process Control Panel (PCP) containing an Allen Bradley ControlLogix 1756-L85EP Programmable Logic Controller (PLC), a tower PC HMI operator workstation and Network Interface Panel (NIP). The PLC will provide automatic control of associated plant processes while the operator workstations will provide operators at that location with monitoring and control capability over the entire plant via a new HMI sub-system in the existing Operations Building. The NIP contains components needed to interconnect the system into a single, integrated unit.

SYSTEM AVAILABILITY DESIGN

This sub-section describes the PICS design features that maximize overall system availability.

It is not possible to guaranteed 100% control system availability. However, it is possible to approach this goal through the use of industrialized, high reliability components that offer infrequent failures coupled with a resilient PICS design that ensures minimal loss of overall automatic control of the affected processes.

The PLC in the North and South Electrical Buildings will be interconnected over the fiber network and configured as dual redundant PLC. The NIP in each new buildings and the SNR in the Operations Building will be provided with two Ethernet switches. These switches will be inter-connected between the buildings to form two separate Local Area Networks (LANs); LAN-1 and LAN-2. This helps ensure in the unlikely event that a connection fails, at least half the network will remain unaffected.

Redundant MCC design will further enhance electrical system reliability. Like process equipment at each location will be split between MCCs. Each MCC will be provided with dual ethernet switches with like equipment within an MCC split evenly between switches. This again helps ensures a switch fault causes minimal loss of automatic control. The MCC switches will be powered by the PCP Uninterruptible Power Supply (UPS) to avoid switch self-reconfiguration delays in the event of an MCC power loss.

Each I/O drop will be provided with a communications adapter that connects to the PICS via a Device Level Ring (DLR). A DLR is a ring network that reroutes data automatically should there be a fault in the ring thereby, increasing PICS availability.

Finally, processes will be reviewed and any that are critical to operations (e.g. effluent pumping) will be provided with an independent back-up control panel that will automatically assume control of the process using different (non-PLC) technology in the event of loss of PLC control.

INSTRUMENTATION AND CONTROL REQUIREMENTS

GENERAL

To ensure a consistent approach is used throughout the PICS and that ongoing local system support is available, a single company, the SYSTEM SUPPLIER, will be assigned overall responsibility for the PICS. The SYSTEM SUPPLIER will furnish and program all PICS HMI, PLC and networking equipment except for the MBR specific equipment.

The SYSTEM SUPPLIER shall be responsible for:

- The integration of the system PLC networking, computer system network, panel layouts and wiring, PLC programming, VFD programming and configuration, and network communications configuration based on NIST 2.0 Cybersecurity guidelines, in coordination with the City's IT Department and computer system application software setup.
- All application software configuration including all operator interface screens, reports, and database(s).
- All hardware and software submittals. The SYSTEM SUPPLIER shall develop the panel shop drawings, wiring diagrams, plumbing diagrams, PLC and computer hardware configuration drawings and layouts, and software documentation.
- Ordering, fabrication, assembly, delivery, and start-up of the PICS. All panels furnished by the SYSTEM SUPPLIER shall be fabricated at the SYSTEM SUPPLIER's shop.
- Coordinating all interface requirements with mechanical and electrical system suppliers and furnishing any signal isolation devices that might be required To ensure compatibility between all equipment.
- Defining the final installation and connection requirements of the PICS at the jobsite through development of interconnection diagrams.
- The final system operation and reliability. All required tests and training shall be under the on-site supervision of the SYSTEM SUPPLIER.

The SYSTEM SUPPLIER will be required to submit a System Integration Plan (SIP) prior to any other shop drawing. The SIP shall contain:

- A PICS network diagram showing all components connected to the network.
- The network switches to which they connect including identification of all spare ports.
- Proposed IP addresses of all network connected components.
- A preliminary listing of all field instruments and their supplier.
- A preliminary listing of all PICS I/O.

PLC PROGRAMMING

Prior to performing any detailed PLC programming, the SYSTEM SUPPLIER will be required to provide an application programming submittal. The intent is to check that the proposed PLC program meets the specified functional requirements of the system. This submittal will describe each proposed control strategy including specific details of any equations used (e.g. for chemical feed pump speed control).

Site/Stormwater Improvements

We understand the City experienced significant flooding onsite during Hurricane Milton. The Hurricane brought crippling rainfall overloading the existing Nova Canal, which led to significant onsite flooding. The operations buildings experienced water damage, and access to the main entrance was hindered due to several feet of water preventing access in and out of the site. This presented not only challenging working conditions, but also unsafe conditions for staff. This facility is critical infrastructure for the facility and maintaining safe, compliant operations through severe events benefits everyone who lives and works in the City.

Considering the overall flooding conditions throughout the City during extreme rain events can be challenging and Kimley-Horn is currently working with the City to develop the necessary improvements to protect local infrastructure. Our team has a strong understanding of the overall picture that impacts this site and therefore is qualified to develop a plan to harden the site against future impacts.

Primary among these improvements is a two-story elevated operations and laboratory to replace the existing operations building that regularly floods during hurricanes and extreme weather events. This new facility will be hardened and elevated to withstand 170-mph winds and tidal surge. The building will have critical infrastructure on the top floor and will establish an elevated

walkway connection to the treatment facility. This provides staff with a safe working environment during storms and safe access around the site under all conditions. The entire site can be flooded, and all critical process structures will remain accessible via elevated walkways.

Additionally, the overall grading and stormwater collection system will be evaluated to provide better vehicular access to critical areas. This includes necessary modifications to the site entrance to allow access to the site at all times. Providing a raised entrance road capable of heavy truck loading will allow for emergency deliveries of essentials like diesel fuel for the generators and chemicals for disinfection. Overall site drainage will also be evaluated to best protect critical components of the facility. As these options are developed they will be coordinated with the overall options addressing the high water levels in the Nova canal and cooperatively, these improvements will work together to protect the site and the surrounding areas.

Alternative Delivery Approach

The Kimley-Horn team has extensive experience with both design-bid-build and collaborative delivery on municipal projects. Much of this expertise resides with Construction Manager at Risk (CMAR) project delivery, which will prove valuable if applied to this project. Kimley-Horn is currently working with the City on the Dunlawton 20-inch force main replacement, which is one of the City's first CMAR delivery projects.

Our approach to CMAR delivery begins at the early onset of the project design with assisting in the development of the CMAR Bid Package at or before the 30% Design Milestone. By leveraging the CMAR delivery at the early onset of the project, one of the major advantages is expediting schedule.

PROVEN ADVANTAGES TO USING CMAR DELIVERY

- Risk Mitigation from the Owner
  - Guaranteed Maximum Price (GMP) Open Book
  - GMPs
  - CMAR Fee Negotiations
  - Guaranteed Schedule
  - Ownership in Design (Preconstruction Services)
  - Subcontractor Performance
  - Site Safety
  - Quality Control
  - Warranties
  - Change Orders
- Contractor engagement
- Value Engineering
- Early Procurement (at 60% Design) or Owner Direct Purchase (ODP) of Long-Lead Time Equipment/Material
- Constructability Reviews
- Accurate Cost Estimating at each Design Milestone

Thorough understanding of the governing CMAR Delivery guidelines and procedures:

- F.S. 255.103 (CMAR)
- F.S. 287.055 (CCNA)
- Funding (SRF, CDBG, FDEP, WMD, ARPA)

Overall Site Plan and Technical Approach Summary

LEGEND

1. East Master Pump Station - improvements in progress
2. West Master Pump Station - rehabilitation required
3. Headworks - new structure proposed with relocated center-flow screens and new grit removal system
4. BNR Process - upgrades to existing tankage to support proposed MBBR/IFAS process
5. Secondary Clarification - replacement of internal mechanical components and RAS/WAS pumps proposed
6. Filtration - modifications in progress, additional alternatives to be evaluated in preliminary design
7. Reaeration/Disinfection - flow paced chemical addition and chemical storage improvements to be evaluated in preliminary design
8. Reclaimed Water Pump Station - pump replacement and electrical improvements proposed
9. Sludge Holding - repurposing/rehabilitation alternatives to be evaluated in preliminary design
10. Biosolids Dewatering - replacement of aging components proposed
11. Operations Building - building modifications
12. Site Entrance Improvements

Site wide electrical, I&C, and stormwater improvements are proposed as descibed in the Proposed Technical Approach

Our approach to the WRF upgrades is based on significant experience with similar projects and our experience on working with the City. We have the technical expertise to understand the key issues, optimize technical solutions, and the resources to deliver the plans and technical specification needed to advertise this project to a responsible contractor.

The following elements summarize our proven approach:

APPLYING LESSONS LEARNED

Our past experience on local wastewater treatment rehabilitation projects provides practical perspective and insight. We will apply appropriate lessons learned advancing project objectives with optimized operations, applied technology, and long-term value. We will leverage our history to meet project delivery milestones and client satisfaction.

DEVELOPED AND COLLABORATIVE SOLUTIONS

We already know Port Orange's preferences and protocols that facilitate collaborative development of solutions in full alignment with your expectations.

COMMITTED TO TEAMWORK

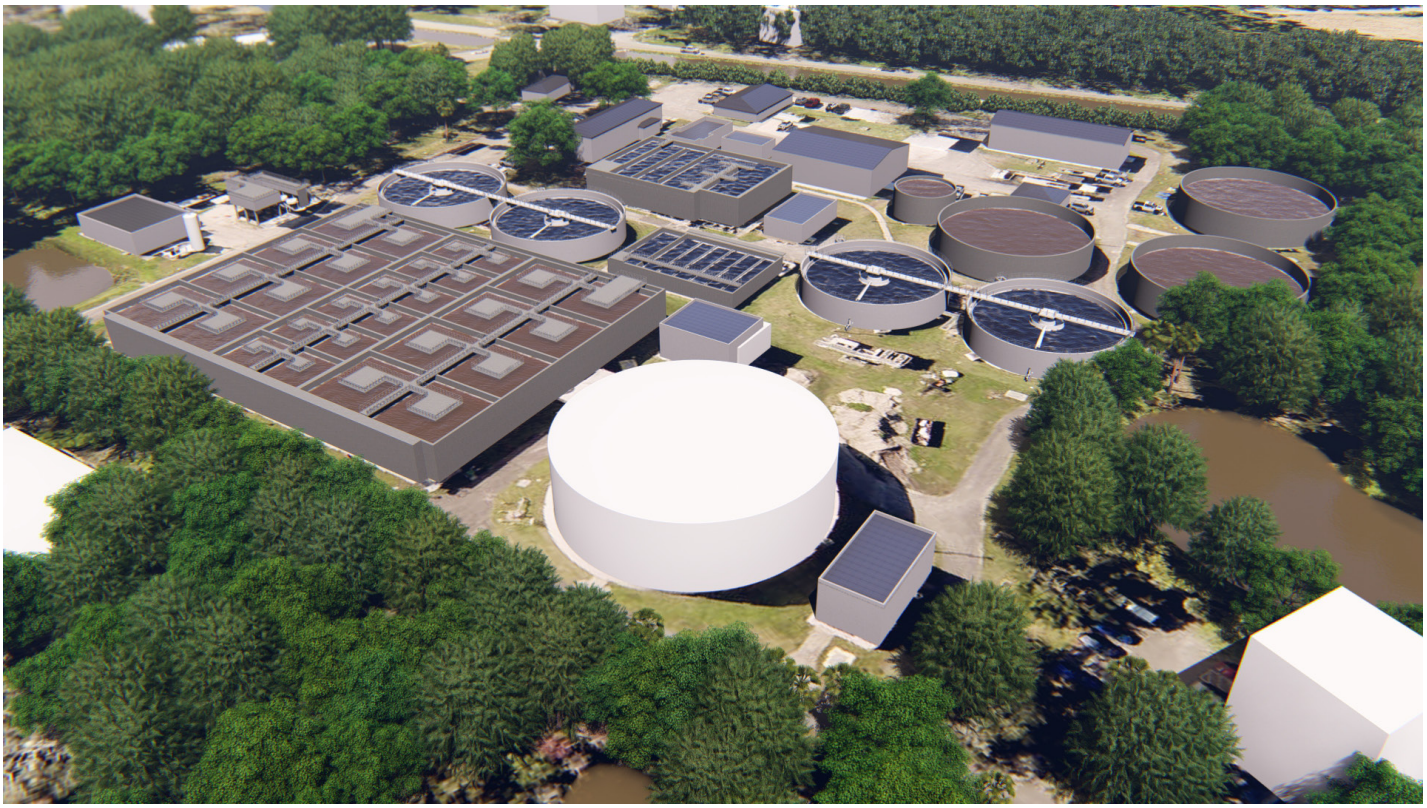
Engineering is a continuous process where great minds come together. We foster communication and earnest collaboration. Our team is united by a common goal—delivering project solutions with added operational ease, and a cost-effective design in compliance within regulatory requirements.

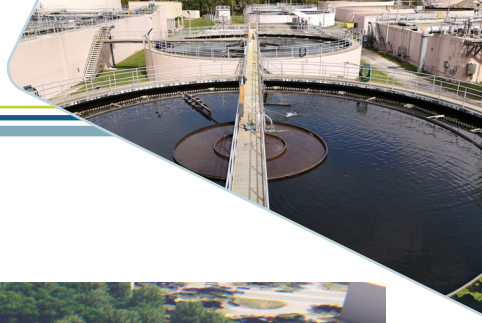
OUR VALUE-ADDED CONSIDERATIONS OFFER IMMEDIATE PROJECT DELIVERY COST SAVINGS

The Port Orange WRF is well known and familiar to our Team from other associated projects with the City. Kimley-Horn is currently working on the construction of the EMLS pump replacement project. The project consists of the design to replace three existing pumps, and associated valves and appurtenances with three proposed screw centrifugal pumps and fittings. Additionally, the Mead & Hunt Team recently completed the wastewater facilities plan for the WRF, outlining existing and proposed planning elements for each treatment process onsite. Kimley-Horn and Mead & Hunt are thoroughly familiar with the treatment processes and the City's desired improvements.

To demonstrate our understanding of your project, Kimley-Horn has developed concepts for the rehabilitation of the Port Orange WRF.

Our team has has modeled the City's existing WRF and proactively developed concepts for the efficient upgrades of the WRF. These efforts show our commitment to hit the ground running, facilitating expedient execution and delivery of this rehabilitation project. These renderings have been prepared using Revit BIM software. Modeling enables City staff to better visualize proposed building and equipment placement, valve locations, obstructions, and operator access for an integrated project design. **Our team will share the working model with City staff during our design workshops, allowing for an interactive and immersive design review with the project team.**





PROJECT CHALLENGES AND FEASIBLE SOLUTIONS

The key to risk management is early identification of challenges and proactive planning to mitigate risk. All projects carry a degree of risk. What matters is how our team plans for these risks (avoid, mitigate, transfer, or accept) and deal with them if they occur. Our team will rely on their creativity, communication, planning, flexibility, and teamwork to manage project risk.

CHALLENGE

APPROACH TO SOLUTION

Below we have identified potential project challenges the City may face over the course of this project, as well as how our team will resolve these challenges.

MAINTENANCE OF PLANT OPERATIONS AND SEQUENCING

We have a proven and verifiable record of experience in similar wastewater treatment plant rehabilitation projects. The integration of new process components and rehabilitation requires a well-thought-out plan with early and close collaboration with the City. We will apply our "lessons learned" and understanding of critical success factors to avoid impacts to existing operations.

From a constructability aspect, our BIM 3D technology approach will provide a tool to perform clash detection and confirm working space in and around existing facilities. This will greatly reduce risk during the construction phase.

OPERATIONAL RESILIENCY

From top to bottom, our team will seek opportunities for redundancy and operational back-up mitigating single points of failure in the system.

LOCATION OF FACILITY IMPROVEMENTS AND SPACE CONSTRAINTS

We will gather appropriate data to confirm constraints and workshop the proposed improvements with Port Orange to arrive at a preferred, optimized layout that is constructable and considers future needs. This will involve evaluating the most efficient layout for the new project components as well as assessing the construction staging areas and layout to optimize operational efficiency.

SITE FLOODING

This project includes the evaluation and implementation of stormwater improvements to mitigate future site flooding. The facility is inaccessible during storm events and multiple feet of water cover the site, making operations staff unable to complete their day to day tasks.

PLANT HYDRAULICS

Our approach will be to design the hydraulics using our visual hydraulics software and Computational Flow Dynamics (CFDs) to detail the supply, transmission, and discharge pumping equipment. We will seek opportunities to maximize hydraulic efficiency. A focus will be on providing a hydraulic flow-balancing mechanism distributing flow evenly among the four sedimentation basins.

ELECTRICAL AND I&C

Our approach integrates our experience on other recent projects where we have designed optimized process components with energy efficiency and automation in not only the operation, but also in reporting and analysis under operation. With a trusted and proven electrical and I&C networking partner, Bailey Engineering Consultants, the WRF is set to engage successful long-term operation and effective reporting with the regulatory compliance paperwork. Together, we will layout the integration needs for this project and consult with the City's current SCADA integrator for any controls or instrumentation requirements for existing plant improvements and new equipment.

COST CONTROL

We will jointly identify opportunities for early phase procurement of equipment and electrical items to remove market volatility from the project. Another strategy we will use is to utilize early phase NTPs or bids for material procurement and transfer of the purchase order to the general contractor. We can also utilize early phase design packages for specific, complete items or work that can be carved out or require a specialized contractor. We understand paths to procurement. Lastly, maintaining our proactive risk management system will help control costs across the board.

OPERATOR INPUT AND TRAINING

Our approach integrates operator input early into the design process. A robust training program will be required in every phase of the project prior to contractor demobilization.

EFFECTIVE COMMUNICATION PROCEDURES

Effective communication begins with listening to the City's ideas, concerns, and goals for the WRF project. Communication is in all forms: face-to-face meetings, telephone, email, and written. Our team members use the same principles—communicate frequently, keep involved/responsible team members in the loop and, most importantly, keep all parties informed and involved. Ensuring that our team and your staff are on the same page throughout the course of the project to help avoid or mitigate potential problems or issues that might arise. To do this, we will:

- Keep you informed through progress meetings and progress reports
- Provide you with regular conference calls to keep you abreast of critical issues as they arise, and assure your continued input throughout the process
- Encourage ongoing electronic communications among all members of the project team

These steps allow team members convenient and fast access to information, and serve as a tool to keep everyone up to speed with the progress of the project and upcoming meetings and activities.

Our standard practice is to respond within
24 hours

Our standard practice is to respond within 24 hours—even if the response is to say we do not have an answer or document yet, but to establish a time when it will be ready. We have demonstrated over the past 57 years that if the matter is urgent, we respond immediately and in person if it is appropriate.

INNOVATIVE SOLUTIONS

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We know how to think outside of the box and recognize what trends offer sound design advantages.

There are considerable improvements proposed for this facility where innovation could have significant benefits to facility operations, maintenance, and overall costs. As previously outlined, retrofitting two of the existing sludge holding tanks can help the facility during storm events. Additionally, we have preliminarily evaluated using a standard 5-stage Bardenpho layout for the facility. This will work for normal flows but is problematic during storm flows. Designing a system which allows for swing zones to process the lower strength waste during these events could provide this additional flexibility. Especially considering the potential for using the additional sludge holding tanks.

Another innovative addition to the design would be to incorporate an internal screening process to the RAS system which minimizes the re-accumulation of fibrous material and allows the MBBR media to be more effective with fewer cleaning cycles.
Finally, innovations in the electrical and control systems are sometimes overlooked but these can often have the biggest impact on daily operations. Scheduling a design workshop with operations staff to discuss the proposed systems in great detail will lead to more in-depth discussions. This allows our team to be more responsive and provide more innovative and intuitive designs for the City!

The table below illustrates representative projects incorporating innovative techniques that have added cost savings, value, and quality for our clients.

Title	Innovation
Plantation Bay Wastewater Treatment Facility (WWTF) Process Design Flagler County	▣ Secured a **$5.7-million SRF loan** to fund construction of the WWTF expansion ▣ Secured another **$500,000 St. Johns River Water Management District REDI grant** for this project
Wastewater Treatment Facility (WWTF) Headworks Rehabilitation Wildwood	▣ The **innovative Parkson Rotoshear drum screen** was specified as the new influent screen. The drum screen design allows for minimal carry over of screenings; the drum screen is designed so as screenings mat along the perforated plate, smaller particles are trapped in the screenings before the drum is rotated and cleaned, allowing for grit to be removed along with screening in the influent screen ▣ Two years after implementing the operational changes, the WWTP consistently meets all reclaimed water quality requirements, fully treats the institutional and industrial loadings and no longer has the hydraulic and process issues which enabled the City of Wildwood to **save approximately $600,000 in unnecessary improvements** ▣ Initial cost estimate: $509,608; actual cost estimate: $496,999
Wastewater Treatment Facility (WWTF) Rehabilitation/Expansion Lake Wales	▣ Rehabilitation items included new oxidation ditch rotors with a **smart biological nutrient reduction (BNR) system; the smart BNR system** provided high-quality treatment due to a high nitrogen removal rate ▣ As a result of this innovation, the City of Lake Wales was the second place recipient of the 2014 Florida Water Environment Association's (FWEA's) Earle B. Phelps Award, which is one of the most prestigious FWEA awards given annually "**to recognize the wastewater treatment facility which has maintained the highest removal of major pollution causing constituents prior to discharging the treated effluent to the receiving water.**" ▣ **Cost savings of almost $1 million** ($4.5 million for initial cost estimate; actual cost was $3,695,114)
Force Main Rehabilitation Design-Build Project, North Bay Village	▣ Assisted the City with collecting the ARRA funding and **$1.0 million through a State Revolving Fund (SRF) loan** for the balance of the $4.5-million improvement
Force Main 5 Replacement Manatee County	▣ A new bypass connection was included in the design for Force Main 5 utilized to replace the internal piping and **allowing for easy switch over the new force main**
Laurel Road and Knights Trail Intersection Improvements Sarasota County	▣ Using **isolated wetland system** to perform stormwater management
Neighborhood Traffic Study Winter Park	▣ This innovative plan **will recognize the historical elements** of Winter Park combined with design **options for their functional and aesthetic enhancement**
Water Treatment Plant No. 11 Membrane Replacement Pilot Study Palm Beach County Water Utilities Department	▣ Identified the membrane that exhibits the **best performance with respect to operating pressures, water quality and long-term performance** for future replacement
Shadow Hills Wastewater Treatment Plant Improvements Utilities Inc. of Florida	▣ Developed **four construction projects** which, together would allow for the decommissioning of the Shadow Hills WWTP. Service areas were modeled to provide direct pumping from existing lift stations to an intermediate point where flows are screened and stored in an EQ tank.
Wekiva Hunt Club Water Reclamation Facility Reliability Improvements Utilities Inc. of Florida	▣ Evaluated all treatment components of the facility to optimize treatment capacity and efficiency, including specifying the **Sulzer HST Turbocompressor blowers**
Wedgefield Water Treatment Plant DBP Improvements Pluris Wedgefield, Inc.	▣ Kimley-Horn worked with the Owner to pilot test chlorine dioxide to reduce the TTHM formation from a laboratory study, pilot testing and full-scale implementation. **After two months of full-scale testing, the problematic TTHM results went from 120 ppb to non-detectable in the distribution system.**

E

FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

E FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

A financial statement is enclosed in a separate envelope marked "CONFIDENTIAL".

Information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

- Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 27,624 active projects in Florida, 32 of which had some form of litigation. None of these claims were made in relation to municipal utility projects in Florida. Of these cases, 3 were dismissed, 21 were settled, and 8 are pending. This represents 0.1158% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- Not applicable.

This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

- Not applicable.

This tab shall include any debarment actions against your company by the City or other public entity.

- Not applicable.

Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.

- Not applicable.

F

REFERENCES

F REFERENCES

You may ask why clients select Kimley-Horn out of all the top-class consulting firms they had to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else. We invite the City of Port Orange to contact our references so that you can hear firsthand about the outstanding quality of service we routinely provide. **Our "FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE" can be found in Tab A only as required by the solicitation.**

Evaluation Ranking Summary

Date: February 20, 2025

RFSQ #25-04 Water Reclamation Facility Upgrades

Firm Name	Total Weighted Score (Maximum 30)
Kimley-Horn and Associates, Inc.	28.05

Comments
On February 20, 2025 a Statement of Qualifications Evaluation Committee scored the statement received from the firm listed above for RFSQ #25-04 Water Reclamation Facility Upgrades. The committee agreed by consensus to recommend for award Kimley-Horn and Associates, Inc. based on a combination of overall scores and their ability to best meet the needs of the City.

"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 for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
The 72 hour posting requirement will elapse on February 25, 2025 at 4:00 PM EST

NOTICE OF INTENT TO AWARD

RFSQ #25-04 Water Reclamation Facility Upgrades

February 20, 2025

On February 20, 2025, a Statement of Qualifications Evaluation Committee comprised of City of Port Orange staff, scored in a publicly noticed meeting, one (1) Statement of Qualifications received for ***RFSQ #25-04 Water Reclamation Facility Upgrades.***

After reviewing and scoring the response, City Staff has made a recommendation to award to:

Kimley-Horn and Associates, Inc.

Respectfully Submitted,

Jill Poolman, NIGP-CPP, CPPO, CPPB, FCCM
Purchasing Manager

"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 for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on February 25, 2025 at 4:00 PM EST.

NOTICE of PUBLIC MEETING

RFSQ #25-04

Water Reclamation Facility Upgrades

Notice is hereby given that a Request for Statements of Qualification Evaluation Scoring Meeting for the above referenced project will be held on Thursday, February 20, 2025 at 11:00 AM EST. This meeting will be held in City Council Chambers at:

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

NON-MANDATORY PRE-SUBMITTAL CONFERENCE

City of Port Orange

November 25, 2024 - 10:00 AM

RFSQ #25-04 Water Reclamation Facility Upgrades

	Name	Signature	Title	Company	Phone	Email
1	Jill Poolman	J Poolman	Purchasing Manager	City of Port Orange	386-506-5718	jpoolman@port-orange.org
2	Joseph Castro		Buyer	City of Port Orange	386-506-5707	jcastro@port-orange.org
3	Chip Kent		Purchasing Agent	City of Port Orange	386-506-5740	ckent@port-orange.org
4	Junos Reed		City Engineer	City of Port Orange	386-506-5754	jreed@port-orange.org
5	Richard Colby		Construction Manager	City of Port Orange	386-506-5760	rccolby@port-orange.org
6	MATT CLARK	M Clark	ENGINEER	McKIM & CREED	386-561-0073	mclark@mckimcreed.com
7	Tyler Redding		Account Manager	Rexel USA	407-487-9665	tyler.redding@rexelusa.com
8	Miriam Atenortua		FL BD Manager	Baxter & Woodman	407-4883383	matenortua@baxterwoodman.com
9	Raed Yousef	Raed Yousef	Project Engineer	Baxter & Woodman	605-651-4956	ryousef@baxterwoodman.com
10	NICOLE MCCONNELL	N McConnell	Engineer	Kimley-Horn	386 271 0274	nicole.mcconnell@kimley-horn.com
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CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

WATER RECLAMATION FACILITY UPGRADES

RFSQ #25-04

City of Port Orange Purchasing Division

Prepared by: Jill Poolman, Purchasing Manager
Release Date: November 15, 2024

Due Date & Time: December 16, 2024 at 2:30 PM EST

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org; www.port-orange.org

Legal Notice to Respondents

RFSQ #25-04
Water Reclamation Facility Upgrades

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #25-04 Water Reclamation Facility Upgrades. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 PM Eastern Standard Time (EST) on December 16, 2024. This submittal due date may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud December 16, 2024 at 2:30 PM EST in Council Chambers.

There will be a non-mandatory Pre-Submittal Conference for the project at 10:00 AM EST on Monday, November 25, 2024 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Submittal Conference must sign in. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly. Respondents are urged to obtain Statement documents and familiarize themselves with the documents prior to the Pre-Submittal Conference.

DESCRIPTION: *The City of Port Orange is soliciting sealed statements of qualifications for design and permitting services related to upgrades at the City's Water Reclamation Facility. Upgrades to include influent screening and grit removal, biological treatment process, secondary clarifiers, chemical feed systems, sludge processing, new operations and central lab building, process controls and flood protection in accordance with the Consultants Competitive Negotiations Act (CCNA) Section 287.055, Florida Statutes.*

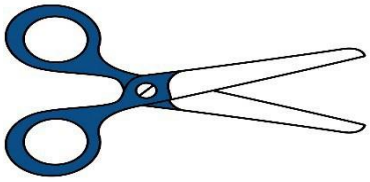
All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements 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 RFSQ 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 webpage at https://www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com.

All questions shall be directed in writing to Jill Poolman, Purchasing Manager at jpoolman@port-orange.org and purchdiv@port-orange.org and reference "Questions on RFSQ #25-04 Water Reclamation Facility Upgrades" in the subject line. Last day for questions will be Monday, December 2, 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 respondents, 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 respondent 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 respondents, 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 your sealed statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the statement where requested.



SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN

SEALED STATEMENT NO. **RFSQ #25-04**

STATEMENT TITLE: **Water Reclamation Facility Upgrades**

DUE DATE AND TIME: **December 16, 2024 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: JILL POOLMAN, NIGP-CPP, CPPO, CPPB
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications, in compliance with the Consultants Competitive Negotiation Act. F.S. 287.055, from qualified individuals and/or firms that are interested in providing the City of Port Orange professional design and permitting services related to upgrades to the City's Water Reclamation Facility. Upgrades to include influent screening and grit removal, biological treatment process, secondary clarifiers, chemical feed systems, sludge processing, new operations and central lab building, process controls and flood protection.

NOTE: The City may not accept statements from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Respondent's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, five (5) identical copies and one (1) digital (USB 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	November 15, 2024
Non-mandatory Pre-Submittal Conference	November 25 at 10:00 AM
Deadline for Questions	December 2, 2024 by 5:00 PM
Final Addendum Posting (If needed)	December 9, 2024 by 5:00 PM
Statements of Qualifications Due	**December 16, 2024 by 2:30 PM**
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Statements must be delivered in a sealed envelope/package to:

City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

Statements of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are Eastern Standard Time.

Statements of Qualifications shall be sealed, and Respondents shall clearly indicate on the outside of their statement the following:

a) Request for Statement of Qualifications (RFSQ) Number and Title
b) Date of Opening
c) Name of Respondent
d) Address of Respondent

Due to the timing of mail service, the City cautions Respondents to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications 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. Statements received after the established deadline shall not be considered.

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

Offers by telephone, fax or email will not be accepted.

All Statements of Qualifications will be opened publicly, and the names of all Respondents shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS
All questions shall reference "RFSQ #25-04 Water Reclamation Facility Upgrades" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jill Poolman, NIGP-CPP, CPPO, CPPB, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jpoolman@port-orange.org **and**
purchdiv@port-orange.org

ADDENDA
The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Statement due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: 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 RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS
It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Respondents must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS
Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent's license registered as "Active". (The responding firm's registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING
All Respondents 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 RFSQ. During the entire procurement process, all Respondents 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

Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS

Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL

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

CORRECTION OF STATEMENTS

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Respondents shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS

Statements shall NOT be withdrawn for a period of one-hundred-twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent in preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES

Professional design and permitting services for upgrades to the City's Water Reclamation Facility to include influent screening and grit removal, biological treatment process, secondary clarifiers, chemical feed systems, sludge processing, process controls, flood protection, in addition to a new operations and central lab building in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, 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/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent 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 offerors who submit Responses through a Request for Statements of Qualifications.
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 Respondents 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. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **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.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **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.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **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.

36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **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.
38. **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 response, depending on the type of competitive solicitation being issued.
39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
45. **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.
46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. <u>ADDENDA</u>

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at 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 Statement Due Date. Respondents 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.

2. **ANTI-COLLUSION STATEMENT**

By submitting this statement to a Formal Solicitation, the Respondent affirms that this statement is without previous understanding, agreement or connection with any person, business or corporation submitting a statement for the same materials, supplies or equipment, and that this statement is in all respects fair and without collusion or fraud. Additionally, Respondent agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this statement for the Respondent. In submitting a statement to the City of Port Orange, the Respondent offers and agrees that if the statement is accepted, the Respondent 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 Respondent.

3. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Respondent 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.

4. **ASSIGNMENT**

The successful Respondent 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 Respondent from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, 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 statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, 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 statement that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its statement, 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 statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. **AWARD AND EXECUTION OF CONTRACT**

The Respondent(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. **AWARDS**

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, statement, or quote for purchase of services and goods by the City of Port Orange.

8. **BONDS**

If this Solicitation requires submission of bid guarantee 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.

9. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Respondent will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

10. CHANGE ORDER REQUEST NOTIFICATION

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

11. CHANGE ORDERS

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

12. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

13. CONDUCT OF RESPONDENTS

All Respondents or individuals acting on behalf of a Respondent are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Respondent. All Respondents or individuals acting on behalf of a Respondent 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 Respondent. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. 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 Respondents, 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 Respondent 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-Statement 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.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

16. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Respondents must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Respondents 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.

17. CONTRACT

Any acquisition above the $100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Statements or to waive any and all non-substantial irregularity in Statements received, whenever such waiver or rejection is in the best interest of the City.

18. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Respondent. 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.

19. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Respondent. Any price escalations are limited to those stated by the Respondent on the original Statement.

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

Respondent 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 Statement, and successful Respondent agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

22. COST INCURRED BY RESPONDENT

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

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents 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 statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent 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 Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

In the event of default by the Respondent the City reserves the right to procure the item(s) solicited from other sources and hold the Respondent responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Respondent for a period of 36 months from the date of default.

25. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Statement the name of any officer, director or agent who is also an employee of the City. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent 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 Respondent. 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 Respondent 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.

26. E-VERIFY

Respondents 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 Respondent 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. Respondents shall complete Form 9.11 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

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

29. FAILURE TO RESPOND

If the Respondent elects not to submit a statement, please return the enclosed "Respondent's Acknowledgement Form" by the statement due date and state the reason(s) for not proposing. Failure to respond, either by submitting a statement, or by submitting a "Statement of No Statement", three (3) times, shall result in the Respondent's name being removed from the City's mailing list.

30. FINANCIAL STABILITY

Respondents 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.

31. 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.

32. 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.

33. 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.

34. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements 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 Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

35. 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 Respondent/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

36. HIPAA COMPLIANCE

The Respondent 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 Respondent uses, discloses or has access to protected health information as defined by HIPAA.

37. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

38. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent 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 Respondent under this contract and that the successful Respondent has no authority to bind the City. The Respondent 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 Respondent

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 Respondent shall further understand that the City cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

39. 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 Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

40. INSURANCE

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

41. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Respondent 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.

42. INSURANCE REQUIREMENTS

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million to be determined by the City	If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. If vessels involved, Jones Act coverage with limits of $500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	Limits: 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	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: 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)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise required by Department Director.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

43. 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 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 Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

44. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

45. 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.

46. 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 Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement 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 Respondent shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Respondent shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

47. LICENSES, PERMITS AND TAXES

The Respondent 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 Respondent 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.

48. LITERATURE (if applicable)

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

49. 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.

50. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent 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.

51. NON-PERFROMANCE

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

52. 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.

53. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Statements; re-advertise the Solicitation for new Statements; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Statements received as a result of the Solicitation, or to accept that Statement which best serves the interest of the City.

54. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. 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 unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

55. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

56. STATEMENT RETURNS

Respondents shall return all completed Statements 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 Respondents unopened.

57. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement 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 Respondent to submit in order to prequalify 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. Respondent must complete Form 9.14 Non-Disclosure Agreement for confidential materials.

58. 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 Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

59. 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 the City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written 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 protestor.

60. PUBLIC ENTITY CRIMES

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

61. 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 on 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 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.

62. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify 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 Respondents will not be able to procure a copy of their competitor's proposals 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 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 Respondent, or where a Respondent answers questions. In other words, neither Respondents, 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 Respondents, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, 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.

64. RECORDS/AUDIT

The Respondent shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

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

66. REVIEW OF STATEMENTS SUBMISSIONS

Each Statement will be reviewed to determine if the Statement is responsive to the submission requirements outlined in the Solicitation. A responsive Statement 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 Statement non- responsive.

67. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Respondent the exact terms and conditions of the Contract.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the Statement due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Respondents shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents 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.

71. 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 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

72. 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.

73. 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.

74. SIGNATURE REQUIRED

All Statements 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 STATEMENTS WILL BE REJECTED**. All manual signatures must be original - no rubber stamp, photocopy, etc.

75. SIGNED REPONSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, 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 Respondent, 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 Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. 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.

77. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, e-mail or other electronic delivery. Statements submitted by mail shall be addressed to: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 PM EST on the date indicated in the Solicitation documents or an addendum 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. Statements (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in Section 2 – INSTRUCTIONS TO RESPONDENTS and shall be mailed or delivered as set forth in this paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, statement number, name and address of the Respondent.

78. 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 Respondent 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 Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/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 statement to the Solicitation. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUBCONTRACTING

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

80. 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.

81. TERMINATION

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.

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 is 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 Contractor as stipulated in City Code 2-276 Suspension and Disbarment.

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.

82. USE OF SOLICITATION FORMS

The Respondent 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 Statement. If additional space for a statement 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 statement 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 Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement 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 Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Statements 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 Statements will be considered. However, the City reserves the right to waive formalities or informalities in Statements, to reject, with or without cause, any or all Statements or portions of Statements, or to interview or not interview individual Respondents and to accept any Statements or portions of Statements 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)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

It is the intent of the City to recommend an award to the responsive and responsible firm that best demonstrates they can perform the required services as outlined in this RFSQ and can best meet the needs of the City.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firm. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firm for at compensation which the City determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal by completing Form 9.7 Statement of Respondent's Qualifications in its entirety.

2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the contractor must notify the City of Port Orange.

ADDITIONAL INSURANCE REQUIREMENTS:
In addition to the insurance requirements outlined on page 19 of this RFSQ, the awarded firm is required to provide Professional Liability/Errors and Omissions Insurance at the limit outlined in the Standard Insurance Requirements table on page 19.

TASK AUTHORIZATION
Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded firm. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment.

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 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all respondents responding to this solicitation shall provide one (1) original, five (5) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS
The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST
The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS
Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your statement, or a reduction in evaluation points. Required forms include:

- Form 9.1 Respondent's Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Respondent's Qualifications
- Form 9.8 Professional References for Previous Experience (Page 1)
- Form 9.9 Authorized Signors/Negotiators

- Form 9.10 Scrutinized Companies Certification
- Form 9.11 E-VERIFY Affidavit
- Form 9.12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Form 9.13 Affidavit of Compliance With F.S. 287.138
- Form 9.14 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS OF FIRM (Weight 30%)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on projects for the City.
- Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.
    - This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of projects for the City.
    - What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Projects and Experience – Demonstrate experience to perform professional service projects or services similar in scope to those outlined in Section 3 of this RFSQ and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.
- Explain in concept how your firm delivers projects on time and within budget.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (Weight 30%)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
    - Names;
    - Titles;
    - Organization structure for the proposed project team;
    - Clearly identify the proposed role and responsibility in the project team for each member.
- For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:
    - The professional qualifications and experience for each person;
    - A summary of experience on projects like those described in this RFSQ;
    - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB D – QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES (Weight 20%)

Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.

TAB E - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Weight 10%)

- All Respondents shall submit a financial statement, 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. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F – REFERENCES (Weight 10%)

- Professional References from Form 9.8 (to be provided in Tab A only) will be contacted and provided a series of questions regarding your performance/relationship with them. Reference responses will be contacted by the Purchasing Division and provided to the Evaluation Committee for their review and will help to demonstrate your firm's ability to meet the requirements and needs of the City with regard to the Scope of Services in this RFSQ. **Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.**
- Below is a sample of the verification questions that may be used:
    1. What type of services did the Firm do for you? What was the scope of the project?
    2. Did they meet the terms of the contract?
    3. Was the project completed on time and within budget?
    4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
    5. Did they respond in a timely manner to calls, requests, etc.?
    6. Did they provide adequate staff to take care of the needs of your company/agency?
    7. Did the Firm manage sub-consultants and/or sub-contractors?
    8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
    9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
    10. Overall, would you recommend this Firm?

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION PROCEDURE OF WRITTEN STATEMENTS OF QUALIFICATIONS

The Evaluation Committee comprised of City staff will evaluate and rank Statements of Qualifications based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Respondent's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. All questions should be made through the Purchasing Agent noted in this RFSQ and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes. It is the intent of the City that all

Firms responding to this RFSQ, who meet the requirements outlined herein, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services.
2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
3. Whether the respondent can perform the contract with current resources.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
5. Proof of professional licensure provided.
6. The quality of performance of previous contracts.
7. Responsiveness of client references.
8. Such other information as may be secured.

EVALUATION CRITERIA FOR WRITTEN STATEMENTS OF QUALIFICATIONS

TAB B - Company Profile – History and Qualifications of Firm (Weight 30%):
Company history, qualifications, ability and capacity; Experience with related Scope of Work required for this RFSQ…… (0-10 points)

TAB C - Qualifications, Professional License, Certifications of the Firm's Key Personnel (Weight 30%):
Resumes of key staff demonstrating relevant experience; Organizational chart of management and key staff……(0-10 points)

TAB D – Quality of Innovative Approach and Value-Added Services (Weight 20%):
Methods of achieving the identified tasks; Method of addressing possible opportunities and challenges and value-added services……(0-10 points)

TAB E – Financial Stability/Litigation and Debarment History (Weight 10%):
Firm's financial strength as it relates to their ability to perform all services as outlined in this RFSQ…….(0-10 points)

TAB F – References (Weight 10%):
All reference contact information MUST be verified as current by the respondent prior to submittal. ***If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected…****……(0-10 points)*

Total Maximum Points: ***(50 points)***

Scoring Guidelines (0 – 10 points):
0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab D: Innovative Approach and Value-Added Services	***Evaluator's Score*** *10-point scale*	***Weighted Value of Total***	***Resulting Score***
Firm A	8.50	20%	1.70
Firm B	6.25	20%	1.25

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113.

The City's Purchasing Division will establish the schedule and respondents will be notified via www.demandstar.com and the City's Purchasing Web page @ https://www.port-orange.org/bids.aspx, at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents. Criteria will be weighted based on 100% of total value. The City project manager will create an agenda item recommending award to the City Council. City Council's decision shall be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENT'S SUBMITTAL CHECKLIST

____ Form 9.2 – Respondent's Acknowledgement

____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 9.4 – Drug Free Preference Statement

____ Form 9.5 – Public Entity Crimes Statement

____ Form 9.6 – Anti-Collusion Form

____ Form 9.7 – Statement of Respondent's Qualifications

____ Form 9.8 – Professional References for Previous Experience

____ Form 9.9 – Authorized Signatures/Negotiators

____ Form 9.10 – Scrutinized Companies Certification

____ Form 9.11 – E-Verify Affidavit

____ Proof of E-Verify from website (My Company Profile)

____ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

____ Form 9.13 – Affidavit of Compliance With F.S. 287.138

____ Form 9.14 – Non-Disclosure Agreement for Confidential Materiel

____ Exhibit "A" – Description of Confidential Material

____ Form 9.15 – No Submittal Request Form (Only complete and return if not submitting a response.)

____ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

____ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

____ If applicable – copy of county business license of primary business operations

____ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENT'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

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 statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT 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 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

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 all published Addenda 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 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – 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 statement 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 statements will be followed if none of the tied respondents 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 request, 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 faither 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 9.5 – 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 Respondent 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

_____
Authorized Signature

STATE OF:_____

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 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'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 RESPONDENTS 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 statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'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 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: _____

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. Have you ever failed to complete any work awarded to you? If so, where and why?_____

H. Have you ever defaulted on a contract? If so, where and why? _____

I. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL.**

J. List the projects related to the work in this RFSQ recently completed by your company, showing the cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**

K. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

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 compromising the Statement Qualifications.

_____
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 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent 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 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

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

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. 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 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
Authorized Signature

_____
Print Name of Authorized Signature

This document must be completed and returned with your Submittal

FORM 9.10 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

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 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

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

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 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

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). 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. This certification 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. The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies 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).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
   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.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.13 – 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

FROM 9.14 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

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: _____

FORM 9.15 – NO SUBMITTAL FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

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

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐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.

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

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

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

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

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 _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

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.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT (for informational purposes only)
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "__," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses: _____

_____ By:_____

Printed Name:_____ Printed Name:_____

Title:_____

_____

Printed Name:_____ Date:_____

CITY OF PORT ORANGE

By:_____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

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

DRAFT

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The _____, _____ shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

DRAFT

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

10. *Termination for Non-Appropriation of Funds*

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

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

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☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
	City Manager waives Payment and Performance Bond for work under $200,000.00.		
	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

14. *Modifications or Changes to this Contract*

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

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

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

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

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

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

16. *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 on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-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 on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

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

19. *Inspection*

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

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

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(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*.

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

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

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

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

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

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

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

23. *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.

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

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

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

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an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

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Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

_____

By:_____

Printed Name:_____

Title:_____

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

Date:_____

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CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

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AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Lee

I, Malcolm Lewis Bryant, 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 New Hampshire Insurance Company, under the terms of Policy Number WC067961230 for a period from April 1, 20 25 to April 1, 20 26.

WITNESS:
By: Tina M. Guite
Company: Kimley-Horn and Associates, Inc.

CONTRACTOR:
By:
Company: Kimley-Horn and Associates, Inc.
Name/Title: Malcolm Lewis Bryant, Sr. Vice President

STATE OF FLORIDA

COUNTY OF: LEE

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 23rd day of September, 2025, by Malcolm Lewis Bryant and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Tina M. Guite

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

TINA M. GUITE
Notary Public-State of Florida
Commission # HH 425945
My Commission Expires
September 23, 2027

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☑ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

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.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Senior Vice President Date: September 23, 2025

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Hao Chau. I am over the age of Twenty-one years old. I am the Vice President (Title) of Kimley-Horn and Associates, Inc. (Business Name) a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: August 29, 2024

Signed: [signature]
Print Name: Hao Chau
Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 29th day of August, 2024 by Hao Chau as Vice President on behalf of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced a/k/a corp. as identification.

(Notary Seal)
Notary Public State of Florida
Kelly Burdett
My Commission HH 537969
Expires 6/12/2028

Kelly Burdett HH 537969
Notary Public, State of Florida 6/12/2028
Printed name, commission and expiration of commission term

SKB.7.8.2024
CA7985

Kimley»Horn

INDIVIDUAL PROJECT NO __

RFSQ #25-04 – WATER RECLAMATION FACILITY UPGRADES

Describing a specific Agreement between Kimley-Horn and Associates, Inc. (Consultant), and The City of Port Orange (the Client or the City) in accordance with the terms of the RFSQ #25-04 – Water Reclamation Facility Upgrades dated XXXX, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange. The City desires to rehabilitate the majority of the process components at the existing Water Reclamation Facility (WRF). The capacity will remain at 12.0 MGD. This scope of work is related to evaluating and finalizing the basis of design for the WRF. The services for the Final design, permitting, CMAR coordination, and Construction Phase services will be provided as a part of a separate Agreement.

The basis of design services for the WRF Rehabilitation will consist of the following:

- Concept for the expansion of the existing East Master Lift Station (EMLS) to accommodate all influent wastewater flows.
- Preliminary sizing and product specification for one prescreening structure at the modified EMLS.
- Establish limits of demolition of the existing West Master Lift Station (WMLS) and modification of the WRF influent piping.
- The City has directly purchased Hydro-Dyne screens to be installed at the existing headworks. The basis of design will provide a preliminary evaluation of the existing headworks structure to determine the potential for any additional modifications needed to improve screen performance. The existing headworks structure will also be evaluated for connection to proposed grit removal system.
- Establish limits and conceptual specifications for demolition of the existing grit removal units and the addition of three new Head Cell units at the Headworks.
- Prepare a preliminary evaluation of the existing hydraulic profile between the headworks and biological nutrient removal (BNR) tankage.
- Prepare a preliminary evaluation of a five-stage Bardenpho process as an alternate BNR process, including siting of additional required tankage and a preliminary biological process model.
- Configuration for the addition of a Moving Bed Biofilm Reactor (MBBR) to the existing biological treatment system. This includes preliminary sizing of the MBBR, internal recycle, and screening equipment.
- Preliminary specifications for rehabilitation of the existing secondary clarifiers.
- Opinions for replacement of RAS/WAS pumps with flow meters.
- Preliminary evaluation of the existing disinfection process to better meet high level disinfection and Class I Reliability requirements. This may require the addition of a second disinfection basin, improvements to the chemical feed and disinfection pumping systems, and residual monitoring / sampling.
- Preliminary evaluation of the existing solids handling system, including the potential

replacement of existing tankage and relocation of the solids handling processes to the neighboring parcel.

- Opinion for replacement of the existing belt filter presses. Evaluation of solids handling equipment including the tower press.
- Preliminary site piping evaluation to set the overall site hydraulics and identify the age and condition of the existing piping for evaluation of potential replacement schedules.
- Preliminary evaluation for stormwater management improvements, including a proposed stormwater master pump station, potential expansion of the stormwater holding ponds, and offsite stormwater piping.
- Concept for new operations building including a process control laboratory.
- Concept for new Maintenance building.
- Concept for new electrical building with field offices.
- Concept for site Electrical/Instrumentation/Controls improvements.
- Concept for site improvements for the proposed parcel to be acquired
- Prepare outline and schedule for associated FDEP Permitting

Per discussions with the City, the existing filtration and reclaimed water systems are sufficient and are therefore not included in this Agreement. With this project understanding in mind, the specific scope of services to be provided by Consultant is described below.

Specific Scope of Basic Services

Task 1 – Project Management

The Task 1 scope of services is for general project management, internal and external project meetings, data gathering, project coordination, project accounting, project administration, project status reports, and other management and administrative tasks related to Project.

A. Consultant will conduct an in-person Project initiation “kick-off” meeting and workshop with City engineering and operations staff. Consultant will prepare a meeting agenda and a meeting summary with action items. Consultant will prepare an “Initial Work Plan” for internal use and review by the City. The Initial Work Plan will contain a schedule of interim deliverables and design review workshops.

B. Consultant will request data from the City to include the following:

    1. Marked known locations of existing underground piping and electrical conduits

    2. Discharge Monitoring Reports

    3. Record Drawings

    4. Equipment Cut-Sheets

    5. Operational Data

C. Consultant will conduct weekly internal coordination meetings with the Consultant’s and Subconsultant’s design team.

D. Consultant will maintain a Decision Log (questions, review comments, responses, and

resolution) in order to document decisions made during design development.

E. Consultant will prepare monthly billing documentation, and general project and workload management for an assumed 9-month Basis of Design period.

F. Consultant will perform internal peer reviews and quality control reviews on all deliverables, internal documentation, meeting agendas, meeting minutes, and project correspondence.

G. Consultant will organize, schedule, and accompany Owner staff during equipment vendor meetings at 2025 WEFTEC in Chicago, IL.

H. Consultant will contract directly with Mead & Hunt to perform preliminary design of the biological process improvements, including any associated structural evaluation. Mead & Hunt will also provide preliminary design services for the Operations and Central Lab Buildings. Mead & Hunt's scope is enclosed herein as Attachment A.

I. Consultant will contract directly with the electrical subconsultant, Bailey Engineering Consultants (BEC) to perform associated preliminary electrical design components. BEC's scope is enclosed herein as Attachment B.

J. Consultant will contract directly with the survey subconsultant Southeastern Surveying and Mapping Corporation (SSMC) to provide a boundary and topographic survey of the site. SSMC's scope is provided herein as Attachment C.

K. Consultant will conduct regular project update/review meetings with City staff. The meetings will include schedule updates, and process design/equipment selection reviews as needed to support the design development.

<u>Task 2 – Basis of Design Report</u>

Task 2 services are for the preparation of the Basis of Design Report (BODR). Services will include review of available "as-built" record drawing documentation, and review of operational data where applicable.

A. Consultant will prepare a WRF Basis of Design Report (BODR). The BODR will consist of preliminary design assumptions, preliminary process calculations, conceptual drawings, preliminary electrical requirements, descriptions and estimated sizes of the major equipment components, general equipment configurations and summary specifications. An initial Engineer's Opinion of Probable Construction Cost (OPCC) will be provided for the recommended improvements. In preparing the BODR, Consultant will perform the following specific services:

1. Evaluate the existing influent wastewater piping and consider the decommissioning of the West MLS. Evaluate the rerouting of all influent wastewater flows to the East MLS and expand the East MLS to handle all flows. The addition of a prescreening structure and replacement of the existing odor control unit will be evaluated.

2. Evaluate the headworks improvements, including structural modifications to the screenings channels and the addition of three Head Cell grit removal units. The evaluation includes an operational review of the existing Hydrodyne screens for operations and maintenance access. Evaluate the integration of the grit system including grit washing and disposal locations. The structure layout will be reviewed for

proper roadway access for screenings and grit hauling.

3. Evaluate the process BNR improvements, including Moving Bed Biofilm Reactor (MBBR), five-stage Bardenpho process, and Membrane Bioreactor (MBR) process. Consultant will use the data collected from site visits, engineering and operations staff discussions, and biological and hydraulic modeling results to develop process treatment and capacity alternatives designed to meet 12 MGD AADF with AWT effluent. The alternatives consist of:

    a. The MBBR conversion as detailed in the WRF Facility Plan and a preliminary evaluation of the hydraulic capacity of the secondary clarifiers and identify the components recommended for rehabilitation. The hydraulic evaluation will review flows up to 30 MGD to account for “storm level” hydraulic surges. This evaluation will be completed by Mead & Hunt as outlined in their scope of services.

    b. Evaluate the conversion of the existing 12 MGD AADF capacity A2O process to 6 MGD AADF capacity 5-Stage Bardenpho process while maintaining a 12 MGD AADF capacity through process modifications utilizing existing tankage.

    c. Evaluate the conversion of the 12 MGD AADF capacity A2O process to 6 MGD AADF capacity 5-Stage Bardenpho process and the addition of a second 6 MGD AADF Capacity 5-Stage Bardenpho process train sited on the west side of the plant.

    d. Evaluate the conversion of the 12 MGD AADF capacity A2O process to 12 MGD AADF capacity membrane bioreactor (MBR) process. This would include the evaluation of reusing the existing clarifiers or sludge holding tanks for MBR conversion, or the installation of new MBR tankage.

4. Each process alternative will include a conceptual site sketch, preliminary process flow diagram, engineer’s opinion of probable construction cost, and 20-year life cycle cost. Additionally, each alternative will identify potential modifications required for the existing facility.

    a. This includes the review of the record drawings from the existing BNR design.

    b. An operational review and summary of the existing tankage onsite, including documentation of the remaining useful life and condition of the equipment.

    c. Review the biological and nutrient removal goals for the facility. This will be based on regulatory and operational needs with direction from City staff for the design goals of the system to meet current and potential future requirements.

    d. Review the need for additional equalization volume and capacity. Review historical flow rates and update peaking factors. Determine the necessary equalization volume based on the updated flow rates and peaking factors.

    e. Evaluate biological process configuration and controls. Provide process

and control recommendations to meet the City's stated treatment goals.

f. Document operational system differences at flow rates ranging from 7 MGD to 30 MGD to establish baseline operating protocols.

5. Evaluate the potential impact on the hydraulic flow through the existing tertiary filters. No improvements to the filters are planned, but an evaluation of the hydraulics through this process should be completed for confirmation.

6. Evaluate the existing disinfection system. This currently includes a reaeration tank and a disinfection tank. The reaeration tank is used as the redundant disinfection tank. This system will be evaluated to ensure compliance with high level disinfection and Class I Reliability requirements. Modification or replacement of the infrastructure may be necessary. This evaluation includes a review of the effluent pumping systems connected to the structure to ensure that the design can account for flows to every disposal system with a control system review to ensure compliant operations can be maintained in emergency operations.

7. Evaluate the existing chemical feed and disinfection pumping systems and recommend necessary improvements.

8. Evaluate the existing solids handling system. This evaluation includes the potential to relocate the solids handling system to the adjacent parcel which is proposed to be acquired. This may include the relocation of digester, sludge holding tank, solids dewatering building, and solids drying beds. The repurposing or demolition of existing infrastructure will be considered for overall site planning purposes.

9. Evaluate options to provide flow equalization with either side-stream or pass-through flow diversion

10. Evaluate specific equipment for the belt filter press replacement, including the higher capacity tower press. Identify required equipment for operations such as polymer feed system and other operational controls.

11. Prepare a preliminary layout of the solids handling building for operations and maintenance review.

12. Evaluate the City's loan capacity and business planning update for each of the evaluated alternatives. Prepare Facility Plan Amendment #2 for WW64040. This will be completed by Mead & Hunt as outlined in their scope of services.

13. Coordinate with plant operations staff to develop a maintenance of plant operations (MOPO) plan. This includes a construction sequencing plan, temporary facilities, operational requirements, or permitting needs for the integration of the proposed improvements during construction.

14. Evaluate the existing electrical system and provide recommendations on necessary upgrades and determine if there is sufficient capacity to accommodate the proposed

equipment. Evaluate the existing control system and provide recommendations on upgrades, process and instrumentation diagrams, and any identified upgrades required to existing infrastructure.

15. Schedule and conduct site visits and/or factory tours of major equipment to aid in selection of equipment. This task includes a travel budget to meet with manufacturer representatives with City staff at conferences, sites, or to manufacturing facilities.

16. Prepare a list of anticipated technical specifications and construction drawings for the WRF Rehabilitation Project.

17. Perform a desktop evaluation of the existing site stormwater system and identify improvements required to support the WRF Rehabilitation. Additional impervious area is anticipated with this project, and as such, large structures will be added to the site which could affect the surface transport of runoff. This preliminary evaluation is intended to identify any potential conflicts that may arise due to the proposed construction. The evaluation will include an analysis summary and list of anticipated permit requirements.

18. A preliminary evaluation of the capacity and sufficiency of the existing stormwater management facilities. Logistics evaluation for potential stormwater pumping system to pump stormwater directly to the Halifax River. This will incorporate the review of the existing stormwater pumping system. The storm system infrastructure will be reviewed for compliance with current regulations and storm requirements.

19. Prepare a draft BODR in compliance with FAC 62-620 for review by City staff. Conduct Workshops to review the draft BODR. Up to three workshops are anticipated to review the different aspects of the project. These are projected to be: Process requirements, equipment review and selection, and electrical instrumentation and controls.

20. Prepare an Engineer's Opinion of Probable Construction Cost for the recommended improvements based on vendor supplied pricing, recent bids of similar facilities, published data, and engineering judgement. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

21. The City will provide staff comments for review during BODR review workshop. Comments received will be incorporated into the final BODR. Consultant will submit electronically signed and sealed final *Basis of Design Report for the WRF Rehabilitation Project* to City for record as an electronic deliverable.

Kimley»Horn

Deliverables – Task 2

- Basis of Design Draft Report addressing facility improvements provided in PDF format. This will consist of the report narrative, process flow diagram, process and instrumentation diagram, equipment cut sheets, preliminary site layout, and OPCC.

- Basis of Design Final Report addressing facility improvements provided in PDF format. This will consist of the report narrative, process flow diagram, process and instrumentation diagram, equipment cut sheets, preliminary site layout, and OPCC.

Task 3 – Subconsultants and Reimbursables

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 5%.

Mead & Hunt – Preliminary Biological process design, preliminary design services associated with the Operations and Central Lab buildings, and grant funding/business planning will be performed by Mead & Hunt. The scope of services included is detailed in their proposal and is included herein.

Electrical – Electrical engineering preliminary design services will be performed by Bailey Engineering Consultants, Inc. (BEC). The scope of services included is detailed in their proposal and is included herein.

Surveying and SUE – Certified design surveys will be performed by Southeastern. The scope of work included is detailed in their proposal and attached herein.

Schedule:

It is anticipated that these services will be completed within 9-months from Notice-to-Proceed. Consultant will begin its services within 7 calendar days upon receipt of an executed agreement.

Deliverables:

Deliverables for this project include the following:

- Basis of Design Report

Method of Compensation:

Consultant will perform these services for the total lump sum fee of $1,716,299.08, inclusive of expenses. Invoices will be billed on a percent-complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	**Project Management**	**$216,000.00**
2	**Basis of Design Report**	**$777,857.58**
	West/East Master Lift Stations	*$66,326.98*
	Headworks	*$69,684.64*
	Biological Process	*$135,000.00*
	Disinfection	*$43,718.76*
	Solids Handling System	*$177,966.68*

	Site and Stormwater System	*$285,160.52*
3	**Subconsultants and Reimbursables**	**$722,441.50**
	Mead & Hunt	*$196,879.00*
	Bailey Engineering Consultants	*$158,840.00*
	Southeastern Surveying	*$301,046.00*
Total		**$1,716,299.08**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

Additional Services:

Any services not specifically provided for in the above scope, as well as any changes in the City's requests, will be considered additional services and will be performed for an agreed upon fee or at our then current hourly rates. The following services are not included in this Scope, but can be provided for an additional fee:

1. Meetings at the City's request in excess of those specifically expressed in the aforementioned tasks including public meetings.

2. Design Services. Design Services will be provided under a separate task order.

3. Construction Phase Services. Construction Phase Services will be provided under a separate task order.

4. Permitting Services. Permitting Services will be provided under a separate task order.

5. CMAR Coordination Services. CMAR Coordination Services will be provided under a separate task order.

6. Any services not specifically identified in the Scope of Services.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Joseph P. Mecca, PE

TITLE: Sr. Vice President

DATE:_____

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B6b) Approval of Task Authorization No. 26 with Kimley-Horn & Associates, Inc. for the Virginia/Monroe Stormwater Pump Station Generator Design Services

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 26 with Kimley-Horn & Associates, Inc. (CA7763) for the Virginia/Monroe Stormwater Pump Station Generator Design for an amount not to exceed $53,818; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Staff is requesting approval of Task Authorization No. 26 with Kimley-Horn & Associates, Inc. under the Master Contract for Professional Engineering Services (CA7763) as it relates to the Virginia/Monroe Stormwater Pump Station Generator Design.

The Virigina/Monroe Stormwater Pump Station currently has a rental generator to provide redundancy in the event of a loss of power. Kimley-Horn & Associates, Inc. will design two (2) fixed-mounted backup generators for stormwater pump stations located at Virginia Avenue and Monroe Place. This will include the following services:

- Removal of existing electrical equipment, including manual transfer switches, generator receptacles, and ancillary equipment as needed.
- Electrical design associated with the new automatic transfer switches, generators, and ancillary equipment.
- Bidding assistance

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. - Task No 26 - Virginia Monroe Generator Design	Kimley-Horn and Associates, Inc. - Task No 26 - Virginia Monroe Generator Design.pdf
2.	Virginia Monroe Generators Proposal	Virginia Monroe Generators Proposal.pdf
3.	CIP - Funding	CIP - Funding.pdf

4.	EXECUTED Kimley-Horn Contract CA7763	EXECUTED Kimley-Horn Contract CA7763.pdf
5.	Executed Kimley-Horn Renewal form 1-14-2025	Executed Kimley-Horn Renewal form 1-14-2025.pdf
6.	Kimley-Horn and Associates, Inc. ALL CA7763 (RFSQ 21-03) 4.1.2026	Kimley-Horn and Associates, Inc. ALL CA7763 (RFSQ 21-03) 4.1.2026.pdf

Julia Wiggins	Created/Initiated - 09/25/2025
Richard Colby	Approved - 09/26/2025
Junos Reed	Approved - 09/30/2025
Linda Truitt	Approved - 09/30/2025
Matthew Jones	Approved - 10/06/2025
Wayne Clark	Final Approval - 10/07/2025

TASK AUTHORIZATION NO. 26
Master Contract for Professional Engineering Services for Public Utilities and Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the Port Orange Virginia/Monroe Stormwater Pump Station Generator Design Services, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with 365 days of the date ofwritten notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed $53,818.00. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____

Jonathan D. Thigpen, Senior Vice President

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Engineer's Quote

Consisting of 3 Pages

Kimley»Horn

PROPOSAL FOR PORT ORANGE VIRGINIA MONROE STORMWATER PUMP STATION GENERATOR DESIGN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the addition of one generator at the Monroe Avenue and Monroe Place stormwater pump stations.

The proposed improvements include the electrical design associated with the new automatic transfer switch, backup generator, and ancillary equipment at both pump station sites.

Specific Scope of Basic Services:

Task 1: Data Collection

A. Kimley-Horn will conduct one site visit to each pump station to verify as-built conditions. Review of as-built record drawings and O&M manuals.

B. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed generators. Electrical design includes:

   a. Electrical demolition of existing equipment necessary including manual transfer switches, generator receptacles, and ancillary equipment as needed.
   b. Electrical design associated with the new automatic transfer switches, generators, and ancillary equipment.

Task 2: Final Design

A. Kimley-Horn will prepare 90% and 100% design plans, technical specifications, and opinion of probable construction cost (OPC) for the proposed electrical improvements.

B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

C. Two review meetings with the City are anticipated.

Task 3: Bidding Services

A. Prepare one (1) bid package consisting of plans and specifications (in CSI or EJCDC format) to be included in the City's bid package.

B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.

C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Survey services
- Geotechnical services
- Environmental
- Construction Phase services

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide 90% project submittal within 120 days of the notice to proceed and the 100% project submittal within 30 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- 90% plans and opinion of probable construction costs
- Final plans and final opinion of probable construction costs

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $53,818 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Subconsultant Fee*	*Kimley-Horn Fee*	*Lump Sum Fee*
1	Data Collection	$2,630	$2,630	$5,260
2	Final Design	$32,648	$10,250	$42,898
3	Bidding Phase	$3,110	$2,550	$5,660
	SubTotal	$38,388	$15,430	$53,818
Project Total				**$53,818**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will

include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY: ***See Page 4 of COPO Task Authorization No. 26***	BY: _____ Joseph Mecca, PE
TITLE: _____	TITLE: Sr. Vice President
DATE: _____	DATE: _____

Kimley»Horn

PROPOSAL FOR PORT ORANGE VIRGINIA MONROE STORMWATER PUMP STATION GENERATOR DESIGN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the addition of one generator at the Monroe Avenue and Monroe Place stormwater pump stations.

The proposed improvements include the electrical design associated with the new automatic transfer switch, backup generator, and ancillary equipment at both pump station sites.

Specific Scope of Basic Services:

Task 1: Data Collection

A. Kimley-Horn will conduct one site visit to each pump station to verify as-built conditions. Review of as-built record drawings and O&M manuals.

B. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed generators. Electrical design includes:

   a. Electrical demolition of existing equipment necessary including manual transfer switches, generator receptacles, and ancillary equipment as needed.
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Task 2: Final Design

A. Kimley-Horn will prepare 90% and 100% design plans, technical specifications, and opinion of probable construction cost (OPC) for the proposed electrical improvements.

B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

C. Two review meetings with the City are anticipated.

Task 3: Bidding Services

A. Prepare one (1) bid package consisting of plans and specifications (in CSI or EJCDC format) to be included in the City's bid package.

B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.

C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Survey services
- Geotechnical services
- Environmental
- Construction Phase services

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide 90% project submittal within 120 days of the notice to proceed and the 100% project submittal within 30 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- 90% plans and opinion of probable construction costs
- Final plans and final opinion of probable construction costs

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $53,818 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Subconsultant Fee*	*Kimley-Horn Fee*	*Lump Sum Fee*
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2	Final Design	$32,648	$10,250	$42,898
3	Bidding Phase	$3,110	$2,550	$5,660
	SubTotal	$38,388	$15,430	$53,818
Project Total				**$53,818**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will

include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY: _____ Joseph Mecca, PE
TITLE:_____	TITLE: Sr. Vice President
DATE:_____	DATE:_____

City of Port Orange
Capital Improvement Request Form New & Continuing

Project Name	Virgina / Monroe Storm Water Pump Station Generator Installation SW251		
Department/Division	1899 Stormwater Engineering	**Date**	October 1, 2024
Goal	2 - Infrastructure	**Objective**	2.2 Link/prioritize funding to achieve
Priority	I - Imperative (Must-Do)	**Estimated Total Cost**	$1,250,000
Funding Source	413 Stormwater Utility Cap Proj	**Additional Funding Sources**	

Instructions: Please describe the project and include all applicable GL lines and amounts.

Description

Design and construct fixed mounted back up generators for the storm water pump stations located at Monroe St. behind Fire Station 71 and at the intersection of Monroe Pl and B St. These back up generators will provide critical back up power ensuring these stormwater pump stations continue to operate throughout storm events and power outages.

413-1899-538-56304-SW251-$1,100,000 - Stormwater Capital
413-1899-538-56805-SW251-$150,000 - Capital Other Prof Serv

Justification

Necessary to provide emergency electrical back up for the stormwater pump stations to assist with flooding.

Engineering & Construction has been funded

Project Cost Per Year

Prior Years	FY26	FY27	FY28	FY29	FY30
$1,250,000					
Construction	Select Option	Select Option	Select Option	Select Option	Select Option

Instructions: Explain the change in daily operations for this improvement.

Operational Impact

Operating Cost Per Year

Prior Years	FY26	FY27	FY28	FY29	FY30
Select Option	Select Option	Select Option	Select Option	Select Option	Select Option

CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, **2022**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. *Statement of Engineering Services* The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

(c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs* The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications* After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans* Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications* The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding* The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. *Responsibility of the Engineer* The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents* The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness* The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope of Work/Change Orders*

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. *Subcontractors or Sub-Subcontractors*

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*

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

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 http://dos.myflorida.com/library-archives/records-management/. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer 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. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

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

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

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

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

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

17. *Insurance* Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

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

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

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

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

Should at any time the Engineer 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 Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Engineer 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 Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Engineer Pollution Liability	Limits:	Coverage - $1,000,000	
☒	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**			

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

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

20. *Liability for Loss or Damage*

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

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

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

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

22. *E-Verify*. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

23. *Disputes* The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

24. *Force Majeure* Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *Controlling Law* **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer:
~~Kimley-Horn and Associates, Inc.~~
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
~~Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile
~~Wayne.White@kimleyhorn.com~~ jonathan.thigpen@kimley-horn.com

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

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

30. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Nicole McConnell

Printed Name: NICOLE MCCONNELL

Tucker Hunter

Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Jonathan D. Thigpen, Senior Vice President

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

Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ✓ personally known or ___ produced _____ as identification.

Susan M Gremonprez

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SUSAN M. GREMONPREZ
Commission # GG 298833
Expires February 9, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or ___ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

ATTEST:

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

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or ___ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

EXHIBIT "1"

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES
SCHEDULE OF HOURLY BILLING RATES

Labor Position/Classification Level	Hourly Rate
Principal	$300.00
Senior Project Manager	$230.00
Project Manager	$190.00
Senior Project Engineer	$210.00
Project Engineer	$170.00
Analyst 3	$145.00
Analyst 2	$125.00
Analyst 1	$115.00
Senior Environmental Scientist	$185.00
Environmental Scientist	$130.00
GIS Analyst	$130.00
Grants Coordinator	$175.00
Sr CAD Designer	$185.00
CAD Designer	$150.00
CAD Technician	$110.00
Administrative	$95.00
Clerical	$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
4. ~~Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
  - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
  - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
  - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
  - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
  - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
  - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
  - Engineering analysis/design and permitting of capital improvement projects, and
  - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
  - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
  - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
  - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectivelyreferred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and currentat the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____

Jonathan D. Thigpen, Senior Vice President

_____

Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____
Donald Burnette, Mayor ***or***
Wayne Clark, City Manager

_____

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____

Printed Name:_____

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

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*****

Verify your records by providing the following information:

Name of Company/Organization: Kimley-Horn and Associates, Inc. ("Contractor")

Name of Contact Person: Jonathan Thigpen, Sr. Vice President

Mailing Address: 189 South Orange Avenue
Suite 100, Orlando, FL 32801

E-Mail Contact Address: Jonathan.thigpen@kimley-horn.com

Phone: (407) 898-1511 Fax: (561) 863-8175

- ☒ Standard Contract for Service CA No. 7763
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

- ☐ ~~Updated Bond~~ N/A
- ☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES X Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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

Contractor's Authorized Representative: _____ **Date:** 1/13/25
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mai: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

- ☒ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☒ Bond not applicable
- ☒ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 1/14/2025

Original Signed Form Must Be Returned to the City Clerk *Form 13024*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2025

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

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

PRODUCER
Edgewood Partners Insurance Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 770.552.4225 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyd's of London	85202
INSURER E :	
INSURER F :	

INSURED KIMLASS
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER:** 471877125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A A	**AUTOMOBILE LIABILITY**			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

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

AUTHORIZED REPRESENTATIVE
Gregg Bradshaw

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B6c) Award of ITB #25-17 to Paul Culver Construction, Inc. for restroom replacement at the All Children's Park in the amount of $260,560.69.

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to award an AIA Contract for Services for ITB #25-17 to Paul Culver Construction, Inc. for restroom replacement at the All Children's Park for an amount not to exceed $260,560.69, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff is requesting City Council approval to award ITB #25-17 for the construction of a new restroom facility at the All Children's Park for the amount of $260,560.69.

The project includes the demolition of the existing restroom facility and constructing a new building in the same footprint that will meet current codes.

On September 22, 2025, the Purchasing Manager received eight (8) sealed bid responses. Two of the bids were deemed non-responsive. The three lowest bids are:

- Paul Culver Construction, Inc. $260,560.69
- A.G. Pifer Construction Inc. $298,353.57
- Meierer Contracting, LLC $325,908.00

City staff has reviewed the bid responses and approved Paul Culver Construction, Inc., as the lowest responsive and responsible bidder.

Funds are budgeted and available in Project #PK251 for this purpose. Approval of this contract award will allow the project to move forward and the contractor to receive a Notice to Proceed. Construction is anticipated to begin in the Fall of 2025 and be completed within 210 days after the Notice to Proceed is issued.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver ITB 25-17 ACP Restroom Replacement - A101-2017 AIA Agreement	Paul Culver ITB 25-17 ACP Restroom Replacement - A101-2017 AIA Agreement.pdf
2.	Paul Culver ITB 25-17 AIA Contract Exhibits and Attachments	ITB 25-17 AIA Contract Exhibits and Attachments.pdf
3.	ITB 25-17 Addendum No.1 FINAL (9.15.2025)	ITB 25-17 Addendum No.1 FINAL (9.15.2025).pdf
4.	ITB 25-17 All Childrens Park Restroom Replacement FINAL(8.13.2025)	ITB 25-17 All Childrens Park Restroom Replacement FINAL(8.13.2025).pdf
5.	ITB 25-17 Attachment 1 Schedule of Unit Pricing FINAL(8.13.2025)	ITB 25-17 Attachment 1 Schedule of Unit Pricing FINAL(8.13.2025).pdf
6.	Solicitation Request Form	Solicitation Request Form.pdf
7.	ITB 25-17 Paul Culver Construction Inc. submittal 9.22.2025	ITB 25-17 Paul Culver Construction Inc. submittal 9.22.2025.pdf
8.	ITB 25-17 Notice of Intent To Award FINAL 10.1.2025	ITB 25-17 Notice of Intent To Award FINAL 10.1.2025.pdf
9.	ITB 25-17 Bid Tabulation FINAL 10.1.2025	ITB 25-17 Bid Tabulation FINAL 10.1.2025.pdf
10.	Culver Sunbiz	Culver Sunbiz.pdf
11.	ITB 25-17 Affidavits	ITB 25-17 Affidavits.pdf
12.	Attachment 3 ARCHITECTURAL SET	Attachment 3 ARCHITECTURAL SET.pdf
13.	Attachment 2 Specifications	Attachment 2 Specifications.pdf
14.	ITB 25-17 Addendum No.1 FINAL (9.15.2025)	ITB 25-17 Addendum No.1 FINAL (9.15.2025).pdf

Susan Lovallo	Created/Initiated - 10/02/2025
Susan Lovallo	Approved - 10/02/2025
Linda Truitt	Approved - 10/07/2025
Matthew Jones	Approved - 10/09/2025
Wayne Clark	Final Approval - 10/09/2025

AIA® Document A101® – 2017

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

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

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

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32168
(386) 506-5501

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

Paul Culver Construction, Inc.
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-4190

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

ITB 25-17 All Children's Park Restroom Replacement
5959 Spruce Creek Road
Port Orange, Florida 32129

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

DJdesign Services, Inc.
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

~~*(Check one of the following boxes.)*~~

[ ] The date of this Agreement.

~~[~~ [X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve

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Substantial Completion of the entire Work:
~~(Check one of the following boxes and complete the necessary information.)~~

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

~~[~~ [X] By the following date~~:~~: Contractor shall achieve Substantial Completion of work not later than 210 days from the issuance of a written Notice to Proceed issued by the City.

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

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

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall ~~be~~ be Two Hundred Sixty Thousand Five Hundred Sixty and 69/100 Dollars ~~($~~ ($ 260,560.69), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

Item	Price
N/A	N/A

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

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

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

Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (210 days), until the Work is substantially complete. After Substantial Completion, if

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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 $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the

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Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

~~———~~Deleted in its entirety.

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

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

§ 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the

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absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

% All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

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

[X] Litigation in a court of competent jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and shall have its venue located exclusively in the Circuit Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document,

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the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
slovallo@port-orange.org
(386) 506-5852

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

Paul Culver Construction, Inc.
Attn: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
Paul@paulculverconstruction.com
(386) 763-4190

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

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

§ 8.7 Other provisions:

§ 8.7.1 PUBLIC 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 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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§ 8.7.2 RECORDS
The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administrative Code Rule 1 b-24 http://dos.myflorida.com/library-archives/records-management/. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 FORCE MAJEURE
Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

§ 8.7.5 FINANCIAL DISCLOSURES
During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from 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 current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL
All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner with attached Exhibits "A" through "F," all of which are made a part hereof by this reference.

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

.3 ~~AIA Document A201™–2017, General Conditions of the Contract for Construction~~Exhibit A, Insurance and Bonds

.4 Exhibit B, ITB 25-17 All Children's Park Restroom Replacement

.5 Exhibit C, Contractor's Proposal

.6 Exhibit D, Application for Payment

.7 Exhibit E, Forms

.8 Exhibit F, Contractor's Completion Checklist

~~**.4** Building information modeling exhibit, dated as indicated below:~~

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

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.5 9 ITB 25-17 Drawings, Specifications, and Requirements

Number	Title	Date

.6 Specifications

Title	Date	Pages
Specifications (Project #02354.30) Attachment No. 2		1 - 164
Architectural Set/Drawings Attachment No. 3	February 3, 2025	1 - 18

.7 10 Addenda, if any:

Number	Date	Pages
Addendum No. 1	September 15, 2025	1 - 2

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

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

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City of Port Orange	Paul Culver Construction, Inc.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
~~(Printed name and title)~~Scott Stiltner, Mayor	Paul K. Culver, President~~*(Printed name and title)*~~
Date:	*Date:*

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EXHIBIT "A"

Insurance and Bond

Consisting of 5 Pages

Insurance

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $2,000,000 aggregate $2,000,000 Products-COMP/OP AGG	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $5,000,000 aggregate	
Additional Insurance Requirements			
☒	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Paul Culver Construction, Inc.
Principal Business Address:	201 Osceola Avenue Daytona Beach, Florida 32114
Contact Person:	Paul K. Culver, President
Phone Number:	(386) 763-4190

SURETY: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

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

Amount: $260,560.69 **City Case/Project No. ITB 25-17 All Children's Park Restroom Replacement**

Description of Work: ITB 25-17 All Children's Park Restroom Replacement

Project Location: City of Port Orange All Children's Park, 5959 Spruce Creek Road, Port Orange, Volusia County, Florida 32129

Legal Description: Portions of Parcel ID#: 6322-00-00-0050
See Attached **Exhibit "A"**

Front Page

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

[MTR/sal 2015-02-10]
[CA8778]

All Children's Park
5959 Spruce Creek Road, Port Orange, FL 32129

Short Parcel ID:
6322-00-00-0050

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

EXHIBIT "A"

Paul Culver Construction, Inc.

ITB 25-17 All Children's Park Restroom Replacement

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, **PAUL CULVER CONSTRUCTION, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTY AND 69/100 DOLLARS** (**$260,560.69**), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain AIA Agreement, having an effective date of _____, entered into by and between the Principal and the City, for All Children's Park Restroom Replacement, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2025.

Attest:

PAUL CULVER CONSTRUCTION, INC.

_____
(As to Corporate Principal) Secretary

By:_____
Paul K. Culver, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

EXHIBIT "B"

ITB 25-17

Dated September 22, 2025

Consisting of 109 Pages

Not attached, on file with City Clerk

EXHIBIT "C"

Contractor's Proposal

Consisting of 34 Pages
Not attached, on file with City Clerk

EXHIBIT "D"

Application for Payment

Consisting of 1 Page

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:**	**APPLICATION NO:** 001	**Distribution to:**
		PERIOD TO:	OWNER: ☐
		CONTRACT FOR:	ARCHITECT: ☐
FROM CONTRACTOR:	**VIA ARCHITECT:**	**CONTRACT DATE:**	CONTRACTOR: ☐
		PROJECT NOS: / /	FIELD: ☐
			OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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EXHIBIT "E"

Forms

Consisting of 5 Pages

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of $ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on _____, 20___.

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

[Lienor]

By:_____

Print Name:_____

Address:_____

_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/610

WAIVER AND PARTIAL RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of $ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20_____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on _____, 20____.

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

[Lienor]

By:_____

Print Name:_____

Address:_____

_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/611

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the final payment in the amount of $_____ hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, or materials furnished to _____ (customer) on the job of _____ (owner) to the following described property:

(description of property)

DATED on _____, 20___.

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

[Lienor]

By:_____
Print Name:

Address:_____

_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20_____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/468

PROJECT: _____

CONTRACTOR'S AFFIDAVIT OF OUTSTANDING ACCOUNTS

To the best of my knowledge and belief, we hereby certify that all estimates of work shown on the application for payment Number ___ dated _____ are true and correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Agreement with Owner and all authorized changes thereto, that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the Payment Due This Estimate has been received.

	(Must match Pay Requisition)	(Owner Use Only)
ORIGINAL CONTRACT AMOUNT:	$_____	$_____
APPROVED CHANGE ORDERS:	$_____	$_____
ADJUSTED CONTRACT AMOUNT:	$_____	$_____
WORK COMPLETED TO DATE: (on contract)	$_____	$_____
Net Change (add/deduct)	$_____	$_____
Total Work Completed to Date	$_____	$_____
Less Retainage	$_____	$_____
Total Owed to Date	$_____	$_____
Less Prior Billings	$_____	$_____
PAYMENT DUE THIS ESTIMATE:	$_____	$_____

AFFIDAVIT OF OUTSTANDING ACCOUNTS

We hereby certify that all outstanding claims for labor, insurance, unemployment benefits, taxes, union benefits, subcontract materials, expendable equipment, and any and all other obligations incurred in the performance of said agreement have been paid in full in accordance with the requirements of said agreement except such outstanding claims as are listed below, which statement contains all claims against Contractor which are not yet paid. (All amounts owed, even if under extended periods of credit, must be included in this statement.) We also certify that these due and payable accounts will be paid as shown below out of funds to be received from the Owner for this period and signed Releases of Lien will be presented to Owner for each of the below listed Suppliers/Subcontractors.

Subcontractor/ Supplier Name	Type of Material or Labor Furnished	Contract Price (if applicable)	Amount Previously Paid	Amount to be Paid by Contractor to Subcontractor/ Supplier out of this Payment	Balance Owing Subcontractor/ Supplier After this Payment

The undersigned Contractor, having heretofore entered into a Contract with Owner to perform work in connection with the above project, and having made Affidavit of Outstanding Accounts in connection with request for payment in order to induce Owner to make a payment at this time in the amount indicated above, agrees as follows:

- That said payment is in strict compliance with the terms and conditions of said contract.
- That said payment shall be received as a trust fund and applied by the undersigned for the discharge of his obligations for labor, subcontract work, materials, equipment, supplies, services, etc. in connection with this project.
- That said payment will not be deposited with any depository to whom the Contractor has given any evidence of an indebted which gives to the depository any legal rights to such funds or any part thereof.
- That the person executing this Certificate on behalf of the Contractor is an authorized officer of the Contractor, having knowledge of all the matters hereinabove set forth and is duly authorized to execute this Certificate and bind the Contractor.

Dated this _____ day of _____, 20_____.

STATE OF _____
COUNTY OF _____

_____
(CONTRACTOR)

Subscribed and sworn to before me this
_____ day of _____, 20___.

By:_____
(undersigned)
Title:_____

Notary Public
My Commission Expires: _____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
(FLORIDA)

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared _____, who being duly sworn, deposes and says:

1. He is the _____ of _____ ("Contractor").

2. This Affidavit is made pursuant to Chapter 713, Florida Statutes, in connection with labor, services and materials supplied for improvement of the following described real property under the direct contract between _____ ("Owner") and Contractor:

3. All lienors under the direct contract have been paid in full for labor, services and/or materials, except as follows:

Lienor's Name and Address	Amount Due or to Become Due

_____
Contractor

By:_____
Pri nt Name:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20___, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/850

EXHIBIT "F"

Contract Completion Checklist

Consisting of 1 Page

Contract Completion Checklist

C.I.P.# / PROJECT DESCRIPTION: _____

CONTRACTOR: _____

Original Contract Sum _____
Change Orders _____
Final Contract Sum _____

			Approved	Date
1	**Scope Summary**	Contractor		
		Architect/Engineer		
		Owner		
2	**Substantial Completion Certificate**	Contractor		
		Architect/Engineer		
		Owner		
3	**Punch List**	Contractor		
		Architect/Engineer		
		Owner		
4	**Certificate of Occupancy:**	Contractor		
		Architect/Engineer		
		Owner		
5	**Operation, Maintenance & Training Manuals:** a. 1 Complete set of all Operations & Maintenance Manuals b. Copies of Maintenance Agreements	Contractor		
		Architect/Engineer		
		Owner		
6	**Warranties / Guarantees** a. 2 Complete Sets of all Warranty / Guarantee Documents	Contractor		
		Architect/Engineer		
		Owner		
7	**Consent of Surety:**	Contractor		
		Architect/Engineer		
		Owner		
8	**Affidavits & Final Lien Waivers:**	Contractor		
		Architect/Engineer		
		Owner		

Attachment "2"

ITB 25-17 All Children's Park Restroom Replacement Specifications

Project #02354.30

Consisting of 164 Pages

Not attached, on file with Parks and Recreation Department

ITB 25-17 All Children's Park Restroom Replacement
Architectural Set/Drawings Attachment No. 3

Consisting of 18 Pages

Not attached, on file with the Parks and Recreation Department

ITB 25-17 Addendum No. 1

Dated September 15, 2025

Consisting of 2 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
September 15, 2025

ITB #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated August 15, 2025 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the Bidder to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the bid documents.

A. CHANGES TO THE ITB:

The following is hereby added to Attachment 2 Specifications - **SECTION 096723-RESINOUS FLOORING, PART 2 – PRODUCTS, 2.1 FLOORING**, pg.096723 – 2:
Item B. Plexi-Chemie, Inc's "HybridCrete SLBQ -1/4th Inch Thick" is an approved product substitute for "Dur-A-Flex, Inc, Hybri-Flex EQ".

The following language is hereby added to Section 6 – Special Requirements/Instructions:
LIQUIDATED DAMAGES
Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (210 days), until the Work is substantially complete. 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 $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

B. CLARIFICATIONS

None

C. QUESTIONS AND ANSWERS

Question #1: Could the City please confirm whether an official estimate or budget amount is available for this project?
ANSWER: The project estimate is $320,000.

Question #2: The ITB specifies that bidders must be certified General Contractors in the State of Florida. Would the City consider it acceptable for the required General Contractor license to be held by a subcontractor, while the prime contractor remains responsible for the full execution, compliance, and performance of the contract?
ANSWER: No. The Bidder (Prime Contractor) must be a General Contractor.

Question #3: What is the height of the cove base?
ANSWER: The integral epoxy base is minimum 4”.

Question #4: Please confirm the reference benchmark or control elevation to be used for establishing the finished height of the new concrete slab. Is there an existing datum point or adjacent grade elevation that should be used for alignment?
ANSWER: The NEW Finish Floor Elevation (7.34') should match the existing FFE so that the surrounding sidewalks don't have to be completely replaced. Existing elevation points are noted on Sheet A0.1.

Question #5: Will the City be contracting directly with a third-party vendor for procurement and installation of the cameras, with the General Contractor responsible solely for providing conduit and junction boxes for low voltage wiring termination?
ANSWER: Yes.

Question #6: Please provide the specified amount and terms for liquidated damages applicable to this project.
ANSWER: Please see Item **A. CHANGES TO THE ITB**.

Question #7: Are there any specific requirements for the type, height, or material of fencing to be used in securing the jobsite during construction?
ANSWER: Contractor is responsible for securing the area as they see necessary.

In all other respects, except as specifically stated herein, the subject ITB #25-17 ALL CHILDREN’S PARK RESTROOM REPLACEMENT remains the same.

END OF ADDENDUM #1

Joseph Castro
Buyer
jcastro@port-orange.org

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

ADDENDUM # 1
September 15, 2025

ITB #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

To All Bidders:
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A. CHANGES TO THE ITB:

The following is hereby added to Attachment 2 Specifications - **SECTION 096723-RESINOUS FLOORING, PART 2 – PRODUCTS, 2.1 FLOORING**, pg.096723 – 2:
Item B. Plexi-Chemie, Inc's "HybridCrete SLBQ -1/4th Inch Thick" is an approved product substitute for "Dur-A-Flex, Inc, Hybri-Flex EQ".

The following language is hereby added to Section 6 – Special Requirements/Instructions:
LIQUIDATED DAMAGES
Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (210 days), until the Work is substantially complete. 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 $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

B. CLARIFICATIONS

None

C. QUESTIONS AND ANSWERS

Question #1: Could the City please confirm whether an official estimate or budget amount is available for this project?
ANSWER: The project estimate is $320,000.

Question #2: The ITB specifies that bidders must be certified General Contractors in the State of Florida. Would the City consider it acceptable for the required General Contractor license to be held by a subcontractor, while the prime contractor remains responsible for the full execution, compliance, and performance of the contract?
ANSWER: No. The Bidder (Prime Contractor) must be a General Contractor.

Question #3: What is the height of the cove base?
ANSWER: The integral epoxy base is minimum 4”.

Question #4: Please confirm the reference benchmark or control elevation to be used for establishing the finished height of the new concrete slab. Is there an existing datum point or adjacent grade elevation that should be used for alignment?
ANSWER: The NEW Finish Floor Elevation (7.34') should match the existing FFE so that the surrounding sidewalks don't have to be completely replaced. Existing elevation points are noted on Sheet A0.1.

Question #5: Will the City be contracting directly with a third-party vendor for procurement and installation of the cameras, with the General Contractor responsible solely for providing conduit and junction boxes for low voltage wiring termination?
ANSWER: Yes.

Question #6: Please provide the specified amount and terms for liquidated damages applicable to this project.
ANSWER: Please see Item **A. CHANGES TO THE ITB**.

Question #7: Are there any specific requirements for the type, height, or material of fencing to be used in securing the jobsite during construction?
ANSWER: Contractor is responsible for securing the area as they see necessary.

In all other respects, except as specifically stated herein, the subject ITB #25-17 ALL CHILDREN’S PARK RESTROOM REPLACEMENT remains the same.

END OF ADDENDUM #1

Joseph Castro
Buyer
jcastro@port-orange.org

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID
ITB #25-17
ALL CHILDREN'S PARK RESTROOM REPLACEMENT

City of Port Orange
Purchasing Division
Prepared by: Joseph Castro
Release Date: August 15, 2025

Bid Due Date & Time: September 22, 2025 @ 2:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org ; www.port-orange.org

Legal Notice to Bidders

ITB #25-17
ALL CHILDREN'S PARK RESTROOM REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #25-17 All Children's Park Restroom Replacement. 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 September 22, 2025** 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 and site visit for the project at **9:00 AM EST** on **August 29, 2025** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

Bidder must include with their submittal 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. If awarded, 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:. ***Remove existing 425 sq.ft. restroom building and construct new 425 sq.ft. bathroom building at All Children's Park.***

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

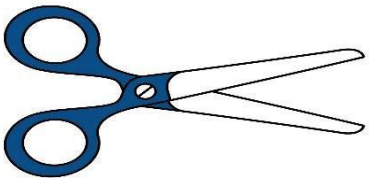
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

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 Buyer, Joseph Castro jcastro@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #25-17 All Children's Park Restroom Replacement" in the subject line. Last day for questions will be **September 8, 2025 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 #25-17**

BID TITLE: **ALL CHILDREN'S PARK RESTROOM REPLACEMENT**

DUE DATE/TIME: **SEPTEMBER 22, 2025 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: JOSEPH CASTRO, BUYER
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) for the demolition of an existing 425 sq.ft. single-story restroom building and construction of a new a 425 sq.ft. single-story restroom building at the All Children's Park located at 5959 Spruce Creek Road.

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.

[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	August 15, 2025
Non-mandatory Pre-Bid Conference and site visit	August 29, 2025 @9:00AM
Deadline for questions	September 8, 2025 by 5:00 PM
Addendum posting (if needed)	September 15, 2025
Bids due	September 22, 2025 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
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:

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

Due to the timing of mail service, the City cautions Bidders to 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 and site visit 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 and site visit MUST sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. The site visit will immediately follow the meeting in Council Chambers.

QUESTIONS

All questions shall reference ''ITB #25-17 All Children's Park Restroom Replacement" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
1000 City Center Circle
Port Orange, FL 32129
jcastro@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 and reviewed. 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 and shall be certified General Contractors. Bidders must submit their SunBiz report showing their company registered as "Active" and their valid General Contractor license(s) with the other required documents listed on *Bidder Submittal Checklist* (Form 7.1).

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 (Form 7.8). 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 will negatively affect the evaluation of your bid. If the City has a need to revise the Schedule of Unit Pricing prior to the bid submittal deadline, it will do so in a published addendum. If the City does revise the Schedule of Unit Pricing, bidders **must** complete and return the City issued revised version of the Schedule of

Unit Pricing. If bidder does NOT complete and return the City issued revised version of the Schedule of Unit Pricing their bid submittal will be deemed non-responsive.

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 Matters* (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 is for the demolition of an existing 425 sq. ft. single-story restroom building and construction of a new a 425 sq. ft. single-story restroom building at the All Children's Park located at 5959 Spruce Creek Road, more particularly described in the Attachment No. 2 Specifications and Attachment No. 3 Architectural Set documents found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at 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 fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (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 terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions may be superseded, in whole or in part, by Section 6, Special Requirements/Instructions.

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. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders must 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 received and 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 bids, or to waive any informality or technicality in bids 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, bid 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.

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and 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 awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the awarded Bidder. 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 awarded 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 Matters* (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 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and

holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

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

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after non-response 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/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* 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. Bidders shall complete Form 7.12 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

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, the City requests that Bidder return the enclosed Form 7.15 *No Submittal Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.15 *No Submittal Response*, 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 *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

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:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- 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 tied 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 the 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* contained herein. 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.

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Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million to be determined by the City	• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. • If vessels involved, Jones Act coverage with limits of $500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	Limits: 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	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement 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)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: 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**

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/. 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.

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 the 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**

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 Months 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 *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

90. **SEPARATION AND DISTRUBUTION**

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

91. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

92. **SIGNATURE REQUIRED**

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

94. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall

be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

95. **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 PM EST 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/Proposer 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 Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

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**

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.

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 is 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 contractor as stipulated in City Code 2-276 Suspension and Disbarment.

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 when 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 the ability 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

If there is a conflict between language in this Section 6 and the general terms and conditions contained in Section 5, the language contained in Section 6 will supersede and prevail in application.

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 2 and (Attachment 1) Schedule of Unit Pricing.

CONTRACT TERM:
Two Hundred and ten (210) days from issuance of a Notice to Proceed from the City for substantial completion for the term of the contract.

ELIGIBILITY OF BIDDER:
Bidders shall be licensed to do business in the State of Florida and shall be certified General Contractors. Bidders must submit their SunBiz report showing their company registered as "Active" and their valid General Contractor license(s) with the other required documents listed on *Bidder Submittal Checklist* (Form 7.1).

In addition, to be eligible to respond to this ITB, the Bidder 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 *E-Verify Affidavit* may be deemed non-responsive. Bidders must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS
Contractor is responsible for all applicable local and state licenses, permits and fees. Bidders shall be certified General Contractors.

PAYMENT & PERFORMANCE BONDS
If awarded, 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 awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirement of Florida law. The City will bill the cost of recording to the awarded Bidder.

BID BONDS:
The Bidder must submit with their bid package 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. 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.

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.

ADDITIONAL INSURANCE REQUIREMENTS
In addition to the insurance requirements outlined on page 24 of this ITB, the awarded Contractor is required to provide a $2,000,000.00 General Aggregate Limit and $2,000,000.00 Products-COMP/OP AGG Limit for its General Liability policy and $5,000,000.00 COMBINED SINGLE Limit (Ea Accident) for its Automotive Liability policy. Also, the awarded Contractor is required to provide a Property Insurance Builder's Risk policy with the limit equal to the completed contract value.

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

REPAIR OF DAMAGES:
It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified immediately (within an hour of the occurrence) and shall inspect the repairs upon completion.

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SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

____ Form 7.2 – Bidder's Acknowledgement

____ 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 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, Florida Statutes

____ Form 7.15 – No Submittal Response

____ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

____ (Attachment 1) – Schedule of Unit Pricing

____ Current Bonding Capacity Letter (as outlined in Section 6)

____ Copy of all currently held General Contractor and SunBiz License(s)

____ Copy of all other currently held licenses

____ Current tax receipt for Bidder's municipality

____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

____ 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

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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, 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

By signing this form, the Bidder 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 your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

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 compromising the Statement of Bidder's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, 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

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, 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

_____
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 _____, 2025, 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 _____, 2025, 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 MATTERS

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 bee 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 _____, 2025, 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 BID RESPONSE

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 #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

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: _____

(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

ITB #25-17
All Children's Park Restroom Replacement

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	Price
1	Demolition of exisiting 425 sq ft single-story building	LS	$
2	Construction of new 425 sq ft single-story building	LS	$
		Total Price	$

BID BOND

BID BOND

Bond No.:

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

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

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____day of_____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____(corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the 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 _____, 2025, 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

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:** _____

Description of Work: _____

Project Location: _____
_____

Legal Description: _____

Front Page

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

DRAFT

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to_____, aFlorida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND____/100 DOLLARS** (**$_____**), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Police Department Duct/HVAC Mold Remediation, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

DRAFT

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this__, day of_____, 20___.

Attest:

_____
(Principal)

_____ By:_____
(As to Corporate Principal) Secretary Name, Title

_____ *(Corporate Seal)*
(Witness to Principal)

_____
(Surety)

_____ By:_____
(Witness to Surety)

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 executeBOND. 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 asamended) and be authorized to transact business in the State of Florida.

DRAFT

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 sail 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)

IMPORTANT: This certificate must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

DRAFT

AIA® Document A101® – 2017

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

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

« »
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

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

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

« »

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

« »

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

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

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

« »

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

« »

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

« »

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

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

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

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

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

« »

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »

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« »

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

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

Document	Title	Date	Pages

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

« »

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

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

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DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

« »
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

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Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

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

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

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§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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End of Solicitation Documents

(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

ITB #25-17
All Children's Park Restroom Replacement

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	Price
1	Demolition of exisiting 425 sq.ft. single-story building	LS	$
2	Construction of new 425 sq.ft. single-story building	LS	$
		Total Price	$

SOLICITATION REQUEST FORM
(ITB, RFP, RFSQ, ITN)

_____

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: _____

Section 1: Solicitation Name, Scope, Type	
Project name:	All Children's Park restroom replacement
General scope of project:	Remove and replace bathroom building at All Children's Park.
Type of project:	☑ *ITB* ☐ *RFP* ☐ *RFSQ Design/Professional Services (engineering, architect, surveying, landscape)* ☐ *ITN*
	☑ *Capital* ☐ *Non-Capital*

Section 2: Solicitation Information		
Requested by:	Jennifer Cox	
Department:	Parks & Recreation	
Special Legal Ad:	☐ Y or ☑ N *Per 180.24FS, see below *Section 9: Solicitation FAQ*	
Estimated amount:	$300,000	
Bid Bond:	☑ Y or ☐ N	
Grant funded:	☐ Y or ☑ N *(If yes, list date & requirements)*	Deadline Date:
	Type / Special Requirements:	
Fund Account:	317 - Capital Improvement Fund	
Project#:	PK251	
City Project Manager:	Kevin Sweat	
Contract Administrator:	Jennifer Cox	
Project Inspector:		
Blueprint provided by:		
Engineer of Record:	Dana Smith	

Section 3: List of Evaluation Committee Members (RFP/RFSQ/ITN) (Minimum 3)	
Committee Member 1:	N/A
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested Solicitation Dates

All dates are subject to scheduling and availability

Release date urgency:	☐ High ☑ Medium ☐ Low	Suggested Date:
Pre-Solicitation Conference Requested:	☑ Y or ☐ N	
Pre-Solicitation Conference date:		Site Visit: ☑ Y or ☐ N Mandatory: ☐ Y or ☑ N
Due date/opening:		
Delivery/Completion:		
Award to Council:		*Note: funding source must be listed on the agenda summary*

Section 5: Creating Details/Specifications/Scope of Work

☐ *Project Manager* ☑ *Project Engineer/Architect* ☐ *Other* _____ ☐ *Assistance from Purchasing**

The department provides the specifications/scope of work to Purchasing in **Word format. Purchasing reviews the specifications/scope of work, incorporates them into the draft of the solicitation and distributes and advertises it. If the Project Manager, Engineer or Architect prepares the specifications/scope of work, the department must review and approve them and ensure Purchasing receives a **Word** copy for incorporation into the solicitation draft.*

Section 6: Contract Type, Term, Completion Time

***** Discuss with Legal Dept. prior to releasing the solicitation to ensure the appropriate contract is placed in the solicitation document *****

Contract Type: ☐ *Standard services (Supplies/Services)* ☐ *EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build)* ☑ *AIA (American Institute of Architects) (Building construction)*

Contract Term:	180 days from NTP		
Renewal Options:			
(Days) Substantial Completion:	180	(Days) Final Completion:	210

P&P Bond: ☑ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

** If the project engineer is responsible for contract administration and project inspection services, ascertain that the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.*

Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:	Paul Culver, paul@paulculverconstruction.com, 386-763-4190
Bidder:	A.G. Pifer, agpiferinc@gmail.com, 386-257-4448
Bidder:	Ovation Construction Company, joe@ovationinc.net, 407-448-4263
Bidder:	
Bidder:	
Bidder:	
Bidder:	

Section 8: Director's Approval

☑ Approved ☐ Rejected Date:_____ _____

Director's Name

X_____

Director's Signature

Section 9: Solicitation FAQ

Who fills out the Solicitation Request Form?
Sections 1-7 are to be completed by the Project Manager/Director.

When do I use this form?
When purchases exceed $25,000 and do not fall under the exclusions listed in City Ordinance Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

How do I submit this form?
After Director/Department Head signs approval of Solicitation Request Form, the department sends an email to purchdiv@port-orange.org to request a Bid Kick-Off Meeting. The draft Solicitation Request Form must be attached to this email. Purchasing will contact the department within 10 days of receipt of the email to setup the Bid Kick-Off Meeting. The Solicitation Request Form will be reviewed in detail during the Bid Kick-Off Meeting. If edits to the form are needed, the department makes the edits and submits the completed form to CivicClerk in the Bid Requests section of Contract Management. The department will also include with the request the Scope of Work/Specifications for the solicitation.

How early should I plan for an ITB/RFP/RFSQ/ITN?
Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

Advertising:
Florida Statutes mandate that Capital Projects with a projected cost of under $200,000 shall be publicly advertised for a minimum of ten (10) days; over $200,000 Twenty-one (21) days and over $500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

Distribution/Release:
The City is currently using Demand Star www.demandstar.com for releasing solicitation documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement. Solicitation documents are also posted on the Purchasing Division's web page.

Specifications:
Document specifications should be sent to the assigned Purchasing Representative in WORD file format.

One envelope solicitation process:
One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelopes from all timely bidders will be opened and read aloud at the time of the solicitation opening.

CCNA:
The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

Design-Build:
The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:

- If planning or study activity for professional services exceeds $35K
- If basic construction costs estimated by the agency exceeds $325K

Grants:
Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

Bonds:
When bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five (5%) percent of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount.

Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. Required bonds are included in the Invitation to Bid notice which will appear in a locally distributed newspaper.

Public Entity Crimes Form:
Every acquisition with Federal funds equal to or greater than $10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

Drug Free Tie Bid Form:
The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in determining tiebreaker in the event of tie bids.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ 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 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, Florida Statutes

✓ Form 7.15 – No Submittal Response

✓ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Copy of all currently held General Contractor and SunBiz License(s)

____ Copy of all other currently held licenses

✓ Current tax receipt for Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Paul Culver Construction, Inc.
Name of Business

Authorized Signature

9/22/2025
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

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

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):

_____

_____

Paul Culver Construction, Inc.	201 Osceola Avenue
Name of Business	Mailing Address
	Daytona Beach, FL 32114
Authorized Signature	City, State & Zip Code
Paul K. Culver, President	386-763-4190
Printed Name and Title	Telephone Number
20-2380437	Paul@paulculverconstruction.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Volusia

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

22nd day of September, 2025, by Paul K. Culver and who:

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

Kristi Emery, HH693922, 8/13/2029 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

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: 9/15/25 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:

Paul Culver Construction, Inc.
Name of Business

Authorized Signature

Paul K. Culver, 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

22nd day of September, 2025, by Paul K. Culver and who:

☒Is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: Kristi Emery, HH693922, 8/13/2029

This document must be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

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.

Paul Culver Construction, Inc.
Name of Business

Authorized Signature

Paul K. Culver, 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 22nd day of September, 2025, by Paul K. Culver and who:

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

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: Kristi Emery, HH693922, 8/13/2029

This document must be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

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 Paul K. Culver, who, being by me first duly sworn, made the following statement:

1. The business address of 201 Osceola Ave., Daytona Beach, FL 32114 (name of Offeror or business) is _____.
2. My relationship to Paul Culver Construction, Inc. (name of Offeror or business) is President _____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such 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)**

Paul Culver Construction, Inc.
Name of Business

_____
Authorized Signature

Paul K. Culver, 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 22nd day of September, 2025, by Paul K. Culver and who:

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

Kristi Emery, HH693922, 8/13/2025 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder 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: Paul Culver Construction, Inc.

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

PRINTED SIGNATURE: Paul K. Culver

TITLE: President

ADDRESS: 201 Osceola Avenue

CITY, STATE AND ZIP CODE: Daytona Beach, FL 32114

TELEPHONE: 386-763-4190

F.E.I.N.: 20-2380437

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: Paul Culver Construction, Inc.

B. Permanent main office address: 201 Osceola Ave., Daytona Beach, FL 32114

C. Date organized: 2005

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 20

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: General Contracting

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** N/A

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 150,000.00

M. Give bank name, contact name and phone number: Wells Fargo, Gabriela Johnson 386-254-7232

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 compromising the Statement of Bidder's Qualifications.

Paul Culver Construction, Inc.
Name of Business

Authorized Signature

Paul K. Culver, 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 22nd day of September, 2025, by Paul K. Culver and who:

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

Kristi Emery, HH693922, 8/13/2029 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

1. Company Name: City of Daytona Beach
   Contact Person: David Waller
   City, State: Daytona Beach, FL
   Telephone Number: 386-671-8681
   Email Address: wallerdavid@codb.us
   Description of goods/services provided: General Contracting for Dickerson Community Center Improvements.
   Contract Amount: $1,336,291.10
   Start/End Date of Contract: November 2022 / July 2023
2. Company Name: City of Daytona Beach, FL
   Contact Person: Mark Veenstra
   City, State: 550 3rd Avenue, Daytona Beach, FL 32114
   Telephone Number: 386-671-8614
   Email Address: veenstramark@codb.us
   Description of goods/services provided: General Contracting for Daisy Stock Park of Renovation of Park & Restrooms.
   Contract Amount: $519,637.00
   Start/End Date of Contract: 8/2024 - 4/2024
3. Company Name: City of Palm Coast
   Contact Person: Vineesh Crawford
   City, State: Palm Coast, FL
   Telephone Number: 386-986-3789
   Email Address: vcrawford@palmcoastgov.com
   Description of goods/services provided: General Contracting Services at Lehigh Trailand, New Park & Restroom Facility.
   Contract Amount: $2,041,569.00
   Start/End Date of Contract: 8/2022 - 12/2023

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: Doug Coleman - SMA Healthcare

   Phone: 386-254-1124

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 2 Years

   Description of service: General Contracting Services for Various SMA Health Office Locations.

2. Contact Name: Dr. Roy H. Hinman II - Island Doctors Humana Medical Clinics

   Phone: 904-806-3737

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 17 Years

   Description of service: Construction Management Services for the Construction of Medical Facilities All Over Florida, Georgia and Alabama totaling $51 million.

3. Contact Name: Philip Hughes - Volusia County Facilities Management

   Phone: 386-248-1760

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 5 Years

   Description of service: General Contracting Services for Various Projects in the County of Volusia.

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: Rock Bottom Concrete

Description of Work: Concrete

Percent of Contract Price: 5%

Previous Experience Together: ☒Yes ☐No

Subcontractor No. 2

Name: DDR Roofing & Sheetmetal

Description of Work: Roofing

Percent of Contract Price: 10%

Previous Experience Together: ☒Yes ☐No

Subcontractor No. 3

Name: G&W Plumbing

Description of Work: Plumbing

Percent of Contract Price: 16%

Previous Experience Together: ☒Yes ☐No

Subcontractor No. 4

Name: Pauls Electric

Description of Work: Electrical

Percent of Contract Price: 11%

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, Paul K. Culver, President, on behalf
(Print Name and Title)

of Paul Culver Construction, Inc. ("Company"), certify that Paul Culver Construction, 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.

Paul Culver Construction, Inc.	
COMPANY NAME	SIGNATURE
Paul K. Culver	President
PRINT NAME	TITLE

STATE OF FLORIDA COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of September, 2025, by Paul K. Culver and who:

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

Kristi Emery HH693922 8/13/29 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

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)*: 25-17

Business Name: Paul Culver Construction, Inc. Contact Person/Title: Paul K. Culver, President

Mailing Address: 201 Osceola Ave. City,State,Zip: Daytona Beach, FL 32114

Phone Number: 386-763-4190 Email address: Paul@paulculverconstruction.com

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

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

FEIN (Federal Employer Identification Number): 20-2380437

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.

Paul Culver Construction, Inc.
Name of Business

Authorized Signature

Paul K. Culver, 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 22nd day of September, 2025, by Paul K. Culver and who:

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

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: Kristi Emery, HH693922, 8/13/29

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

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: All Children's Park Restroom Replacement

Solicitation Number: 25-17

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

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 Paul Culver Construction, 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.

Paul K. Culver, President
Print or Type Name, Title

Signature of Affiant

20-2380437
Federal Employer ID Number (FEIN)

1483397
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of September, 2025, by Paul K. Culver and who:

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

Kristi Emery, HH693922, 8/13/2029 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

KRISTI EMERY
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

Paul Culver Construction Inc

Doing Business As (DBA) Name

Company ID

1483397

Enrollment Date

Dec 27, 2019

Employer Identification Number (EIN)

202380437

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

Sector

Construction

Subsector

Construction of Buildings

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

201 Osceola Ave
Daytona Beach, FL 32114

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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 bee 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.

Paul Culver Construction, Inc.	25-17 All Childrens Park Restroom Replacement
Organization Name	Bid Number or Project Name
Paul K. Culver, President	9/22/2025
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 President (Title) of Paul Culver Construction, Inc. (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: September 22nd, 2025 Signed: _____

Entity: Paul Culver Construction, Inc. Name: Paul K. Culver

Title: President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of September, 2025, by Paul K. Culver and who:

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

_____

Notary Public, State of Florida at Large: Kristi Emery

Printed Name/Seal of Notary, Commission and Expiration Date:

KRISTI EMERY (seal)
Notary Public
State of Florida
Comm# HH693922
Expires 8/13/2029

My commission expires: 8/13/2029

This document must be completed and returned with your Submittal

N/A

FORM 7.15 – NO BID RESPONSE

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 #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

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, Paul Culver Construction, Inc., 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

Paul K. Culver, President

Name & Title of Contractor's Authorized Official

Date: 9/22/2025

(ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

ITB #25-17
All Children's Park Restroom Replacement

Name of Business:	Paul Culver Construction
Contact Person:	Paul K. Culver
Email Address:	Paul@paulculverconstruction.com
Authorized Signature:	Paul K Culver

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	Price
1	Demolition of exisiting 425 sq ft single-story building	LS	$ 8,500.00
2	Construction of new 425 sq ft single-story building	LS	$ 252,060.69
		Total Price	$ 260,560.69

ACRISURE®

September 22, 2025

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

All Children's Park Restroom Replacement – Project No. #25-17

Re: Paul Culver Construction, Inc., 201 Osceola Ave., Daytona Beach, FL 32114.

To Whom it May Concern;

This letter is to serve as a general Statement of Bondability for Paul Culver Construction, Inc. Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to $20,000,000 single with a total aggregate program of $30,000,000.

They are currently bonded through Great Midwest Insurance Company. The Surety Company has an AM Best Rating of A- IX.

Paul Culver Construction, Inc. is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call

Sincerely,

Don Bramlage

Don Bramlage
Attorney-In-Fact & Florida Resident Agent

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CULVER, PAUL KEITH

PAUL CULVER CONSTRUCTION INC
201 OSCEOLA AVENUE
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGC059149

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

Do not alter this document in any form.

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

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
PAUL CULVER CONSTRUCTION, INC.

Filing Information

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FEI/EIN Number	20-2380437
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State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

201 Osceola Ave
Daytona Beach, FL 32114

Changed: 10/05/2022

Mailing Address

201 Osceola Ave
Daytona Beach, FL 32114

Changed: 10/05/2022

Registered Agent Name & Address

CULVER, PAUL K
201 Osceola Ave
Daytona Beach, FL 32114

Address Changed: 01/26/2023

Officer/Director Detail

Name & Address

Title PRESIDENT

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32119

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	02/02/2024
2025	01/20/2025

Document Images

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03/22/2006 -- ANNUAL REPORT	View image in PDF format
02/18/2005 -- Domestic Profit	View image in PDF format

CITY OF DAYTONA BEACH
Local Business Tax Receipt # BT-80888

THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

Business Name: PAUL CULVER CONSTRUCTION INC

Location: 201 Osceola Ave DAYTONA BEACH, FL 32114

Business Type: Contractors General

(8/10/2021 8:41 AM RSP)
FL LIC CGC059149

DEVELOPMENT SERVICES DEPARTMENT
Business Tax Division
Phone: 386-671-8280

BT-80888	BT No
8/25/2025	Valid From
9/30/2026	Valid To
8/25/2025	Payment Date
$115.00	Fee Amt

Mail To:

PAUL CULVER CONSTRUCTION INC
1301 Beville RD #6
DAYTONA BEACH FL 32119

2026

Local Business Tax Receipt

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

CITY OF DAYTONA BEACH

BUS. TAX NO. BT-80888
THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

PAUL CULVER CONSTRUCTION INC
201 Osceola Ave DAYTONA BEACH, FL 32114

PAID RECEIPT

Receipt Date	Charge Name	Charge Amount	Tender Type
8/25/2025	BTR Sign Fees	$15.00	VISA
8/25/2025	Contractors General	$100.00	VISA
		Total $115.00	

BID BOND

BID BOND

Bond No.: **n/a**

KNOW ALL MEN BY THESE PRESENTS that **Paul Culver Construction, Inc.**, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at **201 Osceola Avenue, Daytona Beach, FL 32114**, Tel.: **386-763-4190**, (hereinafter called "PRINCIPAL"), and **Great Midwest Insurance Company**, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at **800 Gessner, Suite 600, Houston, Texas 77024**, Tel: **(713) 935-0226** (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of **-Five Percent of Proposed Bid-** dollars and (-----)/100 ($**---5%---**), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated **September 22**, 20**25**, for:

Project Name/Bid No.: **All Children's Park Restroom Replacement – Project No. #25-17**

Project Address: **City of Port Orange, Florida**

Legal Description: See Attached **All Children's Park Restroom Replacement – Project No. #25-17**

Description of Work: **All Children's Park Restroom Replacement**

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 **22nd** day of **September**, 20**25**, 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: **Paul Culver Construction, Inc.**

Signature

PAUL CULVER, PRESIDENT

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

SURETY: **Great Midwest Insurance Company**

Attorney-in-Fact (signature)

Donald Bramlage, Attorney-In-Fact

Name & Title

Donald Bramlage

Name of Local Resident Agent

4380 St. Johns Parkway, Suite 110 Sanford, FL 32771

City, State, Zip

407-330-3990

Telephone:

A.M. Best No.: **000737** NAIC No.: **18694**

ATTEST:

see attached power of attorney

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF **Florida**

COUNTY OF **Seminole**

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

Signature of Affiant **Donald Bramlage**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **22nd** day of **September**, 2025, by **Donald Bramlage** and who:

☒ Is personally known to me; or ☐ has produced **n/a** as identification.

Natalie C. Demers

Notary Public, State of **Florida**

Notary Public State of Florida
Natalie C. Demers
My Commission HH 388923
Expires 7/30/2027

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of September, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2024
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		**Liabilities:**	
Cash and Short term Investments		Loss and Loss Expense Reserves	$ 135,359
Bonds	248,659	Unearned Premium	67,488
Commons Stocks	520,407	Ceded Reinsurance Premium	31,846
Mortgage Loans	10,615	Amounts withheld by company for account of others	3,843
Other Invested Assets	142,700	Other Liabilities	79,800
Total Cash & Invested Assets	922,381	**Total Liabilities**	318,336
Other Assets:		**Capital and Surplus:**	
Premium Receivables	41,559	Common Stock	4,550
Reinsurance Recoverable	25,299	Gross Paid In & Contributed Capital	677,677
Tax Assets	10,420	Unassigned Funds (Surplus)	28,348
Other Assets	29,252		
Total Other Assets		**Total Capital and Surplus**	710,575
Total Assets	$ 1,028,911	**Total Liabilites, Capital & Surplus**	$ 1,028,911

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2024.

Signature _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 12th day of March 2025.

STATE OF TEXAS
COUNTY OF HARRIS

On this 12th day of March 2025, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

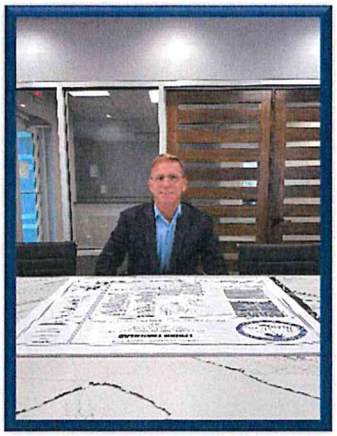
Signature _____
Signature of Notary Public

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

Job	Contract Price	Estimated Completion
Marine Science Center Aquariun	$ 498,493.95	Sep-25
City Island Library Storefront Reno	$ 1,161,134.00	Sep-25
Main Street Arch - Final	$ 830,000.00	Sep-25
Daytona Toy Storage	$ 10,975,435.00	May-26
ERAU COA Restroom Renovation	$ 317,508.00	Aug-25
Doris Leeper Park	$ 2,015,000.00	Jun-26
Volusia County Emergency Operations Center	$ 4,447,927.00	May-26
Cava Mezza Grill	$ 701,850.00	Sep-25
VCS - Ormond Middle School 1 (5n Building)	$ 9,790.00	Sep-25
VCS - Ormond Middle School 2 (5n Building)	$ 18,155.00	Sep-25
VCS - Ormond Middle School 3 (5n Building)	$ 34,900.00	Sep-25
VCS - Deltona Middle School (5n Building)	$ 26,300.00	Sep-25
VCS - University HS (5n Building)	$ 41,650.00	Sep-25
VCS - Deltona HS Bus Covers	$ 113,340.00	Sep-25
Winola Farms - Tenant Improvements	$ 1,200,000.00	Jan-26
VCS - Deltona AG Building Canopy Power	$ 15,250.00	Sep-25
CM Ocean Center Restroom ADA & Energy Conservation	$ 2,279,990.00	Jun-26
CDBG Centeral Park Trail	$ 232,163.00	Nov-25
Halifax ROC Flooring	$ 42,840.00	Oct-25
Port Orange PD Generator Replacement	$ 734,000.00	Mar-26
Port Orange REC Center	$ 199,000.00	Feb-25
Sickler Park & Pier	$ 236,763.00	Nov-25
Silver Beach Access	$ 1,220,720.00	Jun-25
US 1 Phase 2 Decorative Streetlights	$ 680,187.00	Feb-26
	$ 24,686,722.95	

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Paul K. Culver**

Title/Role: **President, Project Manager**

Duties Include:

- Responsible for project management and all aspects of project administration.
- Oversees project coordinators, project administrators, purchasing and accounting.
- Negotiates subcontracts and purchase orders for projects.
- Oversees all elements of company operations.

Firm's Project Experience:

Mr. Culver has experience with Tilt-Wall Construction, Pre-Engineered Metal Buildings, and Facility Hardening projects, CM At Risk, Ground Up, Tenant Build Outs and Remodeling.

- Volusia County - Boylston Beach Approach $829,000.00
- Volusia County - Edwin Peck Park $1,400,000.00
- Volusia County - Dahlia Avenue Park $1,300,000.00
- GC/CM Island Doctors, Florida, Mississippi, Alabama $38,000,000
- GC/CM Preform, LLC 18,000 sq. ft. manufacturing warehouse $3,400,000.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project $1,085,648.00
- Grand Haven Village $784,864.00
- Phoenix East Aviation Flight School $700,000.00
- Volusia County (Thomas Kelly Restroom Remodel) $117,290.00
- Volusia County (Alteration to Fire Station 96) Osteen, FL $813,182.00
- Hammock Community Church Alterations, Palm Coast, FL $338,405.00

Individuals' Project Experience:

- City of Port Orange City Hall
- Barnett Bank of America – Port Orange
- Barnett Bank of America – Palm Coast
- Edgewater Elementary School Addition
- Inlet Harbor Restaurant
- White Chapel Church of God
- LPGA Cart Bank
- LPGA Club House
- Comfort Inn – Gainesville, FL
- Central Baptist Church
- South Daytona Pigott Center
- West Navy Medical Center – Pensacola, FL
- Patriot Medical – Alabama & Mississippi
- Alpha Probe Stem Cell Research Lab – St. Augustine, FL
- Blue Water Medical – West Palm Bach & Delray Beach, FL

Company:
Paul Culver Construction, Inc
2005 – Present

201 Osceola Ave
Daytona Beach, FL 32114
paul@paulculverconstruction.com
Cell: 386-566-0467

Education:
Daytona State College
Construction Estimating / Scheduling
Cost Analysis / Financial Control
Legal Aspect in Construction

Active Licenses/Accreditations:
State of Florida Certified
General Contractor, #CGC0159149
LEED Green Associate

Years of Experience:
41 Years of Construction

Previous Employer(s):
Hall Construction Co., Inc. 1984 – 2001
Laborer, Carpenter Superintendent
Project Manager, Estimator

Location:
Mr. Culver resides in
Daytona Beach and reports
to the PCC Daytona Beach Office

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

Name: **Kevin B. Flynn**

Title/Role: **Project Manager – Chief Estimator**

Duties Include:

- Responsible for project management for all phases of construction.
- Prepares and maintains CPM project schedules.
- Provides input and reviews project schedules weekly for feasibility, sequence, and possible improvement.
- Dictates project pace and ensures progress is maintained throughout the course of construction.
- Conducts site safety training.
- Conducts safety meetings and follow-up.
- Oversees and implements quality control program for projects.
- Coordinates internal resources and vendors for the flawless execution of projects.
- Ensures that all projects are delivered on-time, within scope and within budget.
- Develops detailed project plans to monitor and track progress.

Company:
Paul Culver Construction, Inc.
2017 – Present

201 Osceola Ave
Daytona Beach, FL 32114
pm@paulculverconstruction.com
Cell: 407-810-8696

Education:
Memphis State University
1982-1987
Construction Management

Previous Employer(s):
Kevin Flynn Construction, Inc.
Owner – PM 2013-2017

Belz Construction Company, Inc.
Tenant Coordinator/PM 1981 - 2012

Years of Experience:
42 years of Construction

6-Years with Paul Culver Construction

Location:
Mr. Flynn resides in Daytona Beach and reports to the PCC Daytona Beach Office

Significant Projects List:
Mr. Flynn has experience with Tilt-Wall Construction, Pre-Engineered Metal Buildings, and Facility Hardening projects, CM At Risk, Ground Up, Tenant Build Outs and Remodeling.

- Volusia County - Boylston Beach Approach ($829,000.00)
- Volusia County - Edwin Peck Park ($1,400,000.00)
- Volusia County - Dahlia Avenue Park ($1,300,000.00)
- GC/CM Island Doctors Medical Clinics - Florida, Mississippi, Alabama ($5,000,000.00)
- Embry Riddle Aeronautical University - Drone Lab ($632,000.00)
- Halifax Health Ormond Pharmacy Renovation ($666,392.00)
- City of Daytona Beach - Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project, Dickerson Park ($2,500,000.00)
- Phoenix East Aviation - Flight School ($700,000.00)
- Volusia County - Fire Station 36 Alterations ($813,182.00)
- St. Joe's Plaza – Façade Renovations (575,000.00)
- Cape Coral Island Doctors/Humana ($690,715.00)
- Port Charlotte Island Doctors/Humana ($591,910.00)
- Naples Island Doctors/Humana ($679,256.00)
- Deerpark Industrial (Preform, LLC) – ($3,404,210.00)
- City of Ormond Beach Facility Hardening ($1,004,000.00)
- Urban Air Adventure Park & Roof Raise ($4,625,910.00)

Organizational Chart

PAUL CULVER CONSTRUCTION, INC.

Paul K. Culver
President

Part A - Preconstruction

Richard Daniels
Chief Estimator

Part B - Construction

Kevin B. Flynn
Project Manager

David Strom
Superintendent

Mary Benson
Project Coordinator

Kristi Emery
Project Coordinator

Kristi Ball
Project Administrator

Arlene Pacholsky
Project Accounting

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201 Osceola Ave.
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

NOTICE OF INTENT TO AWARD

ITB #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

October 1, 2025

On September 22, 2025, the City of Port Orange received six responsive and responsible bids for **ITB #25-17 All Children's Park Restroom Replacement**.

After reviewing the bids received, City Staff has made a recommendation to award to the following firm:

Paul Culver Construction Inc.

Respectfully Submitted,

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on October 6, 2025 at 4:10 PM EST.

BID TABULATION
ITB #25-17
All Children's Park Restroom Replacement
10/1/2025

									NON RESPONSIVE	NON RESPONSIVE
			PAUL CULVER CONSTRUCTION, INC.	A.G. PIFER CONSTRUCTION, INC	MEIERER CONTRACTING, LLC	GREG REYNOLDS CONSTRUCTION, LC	THE WATAUGA COMPANY	OVATION CONSTRUCTION COMPANY, LLC	MGN CONTRACTING INC	KIRTON ENTERPRISES, INC
Item #	Description	Unit of Measure	Price	Price	Price	Price	Price	Price	Price	Price
1	Demolition of exisiting 425 sq.ft. single-story building	Lump Sum	$8,500.00	$5,970.00	$6,706.80	$5,000.00	$9,500.00	$11,760.00	$5,000.00	$6,400.00
2	Construction of new 425 sq.ft. single-story building	Lump Sum	$252,060.69	$292,383.57	$319,201.20	$322,500.00	$349,000.00	$444,770.00	$303,000.00	$264,697.00
		Total Price	$260,560.69	$298,353.57	$325,908.00	$327,500.00	$358,500.00	$456,530.00	$308,000.00	$271,097.00

Joseph Castro
BUYER

WITNESS

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000025877

FILED
Jan 20, 2025
Secretary of State
0799476048CC

Entity Name: PAUL CULVER CONSTRUCTION, INC.

Current Principal Place of Business:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

Current Mailing Address:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

FEI Number: 20-2380437

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	CULVER, PAUL K
Address	201 OSCEOLA AVE
City-State-Zip:	DAYTONA BEACH FL 32119

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PAUL K CULVER — PRESIDENT — 01/20/2025

Electronic Signature of Signing Officer/Director Detail — Date

IMPORTANT: This certificate must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Paul Culver. I am over the age of Twenty-one years old. I am the President (Title) of Paul Culver Construction, Inc (Business Name), a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: October 2, 20 25

Signed: _____
Print Name: Paul K Culver
Title: President

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the 2nd day of October, 20 25 by Paul Culver as President on behalf of Paul Culver Construction, Inc who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

NOTARY PUBLIC
Expires 6/10/2028
Rose Arlene Pacholsky
My Commission HH 503287
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. 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, Paul Culver, 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 sail Laws with the Builders Insurance Group Company, under the terms of Policy Number WCV 0310621 04 for a period from Febuary 10, 20 25 to February 10, 20 26.

WITNESS:

By: _____

Name: Krisit Emery

CONTRACTOR:

Company: Paul Culver Construction, Inc

By: _____

Name/Title: Paul Culver - President

Sworn to/Affirmed and subscribed before me this 2nd day of October, 2025, by Paul Culver, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or Print Name: Rose Arlene Pacholsky

Commission No.: HH503287

Commission Expires: 6/10/2028

(Seal)

NOTARY PUBLIC
Expires
6/10/2028
Rose Arlene Pacholsky
My Commission
HH 503287
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 # 25-17

☑ **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: Paul K Culver

Signature of Owner/Officer: _____

Title: President Date: 10/2/2025

CITY OF PORT ORANGE
ALL CHILDRENS PARK
RESTROOM BUILDING

CODE REVIEW DATA- ALTERATIONS

APPLICABLE CODES:

8th EDITION (2023) FLORIDA BUILDING CODE - BUILDING
8th EDITION (2023) FLORIDA BUILDING CODE - ACCESSIBILITY
8th EDITION (2023) FLORIDA BUILDING CODE - ENERGY CONSERVATION
8th EDITION (2023) FLORIDA BUILDING CODE - FUEL GAS
8th EDITION (2023) FLORIDA BUILDING CODE - MECHANICAL
8th EDITION (2023) FLORIDA BUILDING CODE - PLUMBING
2023 FLORIDA FIRE PREVENTION CODE
2020 NATIONAL ELECTRICAL CODE

AUTHORITY HAVING JURISDICTION

CITY OF PORT ORANGE
CHIEF BUILDING OFFICIAL - ALLAN TISCHLER

OCCUPANCY TYPE (CHAPTER 3)

GROUP BUSINESS - 'B'

ALLOWABLE AREA (CHAPTER 5)

TABLE 506.2 - 9,000 SF - GROUP 'B' - TYPE VB CONSTRUCTION

PROJECT BUILDING AREA AND HEIGHT

BUILDING 372 SF 1 STORY

CONSTRUCTION TYPE (CHAPTER 6)

TYPE VB

STRUCTURAL FRAME	0 HR
BEARING WALLS - EXTERIOR	0 HR
BEARING WALLS - INTERIOR	0 HR
FLOOR CONSTRUCTION	0 HR
ROOF CONSTRUCTION	0 HR

BUILDING AND BLEACHER OCCUPANT CAPACITY

ESTIMATED PARK PARTONS - 100 OCCUPANTS

INTERIOR FINISH REQUIREMENTS (CHAPTER 8)

VERTICAL EXITS AND EXIT PASSAGEWAYS	CLASS 'A'
EXIT ACCESS CORRIDORS AND OTHER EXITWAYS	CLASS 'B'
ROOMS AND ENCLOSED SPACES	CLASS 'C'

WIND SPEED REQUIREMENTS (CHAPTER 16)

Vult (FIGURE 1609.3(1)	138 mph
Vasd (FIGURE 1609.1(2)	107 mph
RISK CATEGORY (TABLE 1604.5)	II
WIND EXPOSURE CATEGORY(1609.4)	EXPOSURE 'C'
HEIGHT AND EXPOSURE COEFFICIENT(TABLE 1609.2(2)	1.21
ENCLOSURE STATUS	ENCLOSED
WIND BORNE DEBRIS ZONE	NO

PLUMBING FIXTURE COUNT (2023 FLORIDA BUILDING CODE- PLUMBING)

50 MEN
50 WOMEN

	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAINS	SERVICE SINKS
	MALE	FEMALE	MALE	FEMALE		
	1/75	1/40	1/200	1/150	1/1000	
REQUIRED	1	2	1	1	1	1
PROVIDED	4 WC		4		1	1

BASIC WIND SPEED = 138, WIND IMPORTANCE FACTOR = 1.0, WIND EXPOSURE CATEGORY = B, ENCLOSED,

COMPONENTS AND CLADDING PRESSURES (PSF)	NET OPENING OR TRIB. AREA IN SQUARE FEET	WALLS			
		CNTR & END ZONES		INT. ZONES	
		POS.	NEG.	POS.	NEG.
	<20	36.3	48.6	36.3	39.3
	20<50	34.6	45.4	34.6	37.7
	50<100	32.5	41.0	32.5	35.6
	>100	30.8	37.7	30.8	33.9
GARAGE DOORS PARTIALLY IN END ZONE					

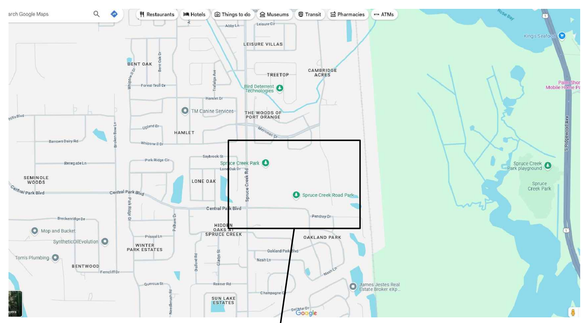
PRESSURES FOR GARAGE DOORS WITH ONE END (ONLY) EXTENDING MAX. 5'-0" INTO AN END ZONE. ALL PRESSURES ARE NEGATIVE, EXCEPT AS NOTED.

DOOR SIZE	LENGTH OF DOOR INTO END ZONE					POSITIVE PSF
	1'	2'	3'	4'	5'	
8'X7' & LRG'R	36.3	37.0	37.7	38.4	38.9	32.5

NET OPN'G OR TRIB. AREA IN SQUARE FEET	ROOFS – PITCHES 3/12 < 7/12					
	CRN'R & E ZONES		INT. ZONES		OH C-ZONES	OH E-ZONES
	POS.	NEG.	POS.	NEG.	NEG.	NEG.
<20	20.9	70.1	20.9	33.2	134.5	88.5
20<50	19.0	63.6	19.0	32.2		
50<100	16.7	55.0	16.7	31.1	123.8	
>100	14.7	48.6	14.7	30.1	97.7	

DRAWING SCHEDULE

DWG	SHEET NAME
ARCHITECTURAL	
A0.0	COVER SHEET
A0.1	ARCHITECTURAL SITE PLAN
A1.0	FOUNDATION, FLOOR, FRAMING, RCP AND PLANS
A1.1	BUILDING ELEVATIONS
A3.0	WALL SECTIONS
A4.0	ENLARGED RESTROOM PLANS
M0.1	MECHANICAL GENERAL INFORMATION
M0.2	MECHANICAL SCHEDULES
M1.1	MECHANICAL FLOOR PLAN
P0.1	PLUMBING GENERAL INFORMATION
P0.2	PLUMBING SCHEDULES AND RISER DIAGRAMS
P1.1	SANITARY FLOOR PLAN
P1.2	DOMESTIC WATER FLOOR PLAN
P5.1	PLUMBING DETAILS
E0.1	ELECTRICAL LEGEND AND NOTES
E0.2	ELECTRICAL SPECIFICATIONS
E1.1	ELECTRICAL PLANS
E2.1	SCHEDULES AND DIAGRAMS



PROJECT LOCATION

LOCATION MAP

NOT TO SCALE

PARTITION AND SYMBOL LEGEND

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION OR ELEMENT TO BE REMOVED
- NEW UNRATED PARTITION
- CEILING MOUNTED EXIT SIGN
- VOICE/DATA OUTLET
- LIGHT SWITCH
- DUPLEX POWER RECEPTACLE
- QUAD POWER RECEPTACLE
- FLOORBOX POWER RECEPTACLE
- NEW ACOUSTICAL TILE
- EXISTING ACOUSTICAL TILE
- NEW DOOR AND FRAME
- EXISTING DOOR AND FRAME
- SUPPLY AIR DIFFUSER
- RETURN AIR DIFFUSER
- RECESSED FLUORESCENT 2x4 LIGHT FIXTURE
- RECESSED CAN LIGHT FIXTURE
- EMERGENCY EGRESS LIGHT FIXTURE
- THERMOSTAT
- FIRE ALARM HORN/STROBE
- JUNCTION BOX
- WIFI ANTENNAE
- SPEAKER
- HEAT SENSOR
- TELEVISION
- CAMERA
- WALL TYPE DESIGNATION
- WINDOW DESIGNATION
- DOOR DESIGNATION
- INTERNET ANTENNA

NOTE: EXISTING EQUIPMENT / FIXTURES SCHEDULED TO REMAIN ARE INDICATED BY THE SYMBOLS ABOVE AND DENOTED AS 'E'

GENERAL NOTES:

1. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION (i.e. CIVIL, ARCHITECTURAL, STRUCTURAL, ELECTRICAL, ETC.) AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS. UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
2. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 553 WITH RESPECT TO HANDICAPPED ACCESSIBILITY DESIGN AND CONSTRUCTION STANDARDS.
3. ALL NEW DOORS INSTALLED IN THE MEANS OF EGRESS INCLUDING EXIT ACCESS DOORS FROM ALL WALK-IN ROOMS AND AREAS SHALL BE 36" WIDE THEREBY PROVIDING A MINIMUM 32" CLEAR OPENING.
4. DOOR HARDWARE FURNISHED FOR NEW DOORS OR RELOCATED DOORS INSTALLED IN THE MEANS OF EGRESS, INCLUDING EXIT ACCESS DOORS, WILL BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KEY EFFORT OF KNOWLEDGE. THE HARDWARE SHALL BE LEVER HANDLE OR EQUAL(PANIC HARDWARE IN ASSEMBLY OCCUPANCY) PER FLORIDA BUILDING CODE, BUILDING AND FLORIDA BUILDING CODE, ACCESSIBILITY. DOORS SHALL RELEASE WHEN NO MORE THAN 15 LB. IS APPLIED TO THE RELEASING APPROVED, DOOR CLOSER PER NFPA 5-12.1 (C). OPENING FORCE(S) FOR DOORS THAT ARE IN ACCORDANCE WITH SECTION 1010.1.3 OF FBCB AND SECTION 7.2.1.4 OF NFPA (FFPC).
5. CHANGES IN ELEVATIONS OF ¼" TO ½" SHALL BE BEVELED AT A SLOPE OF 1:2 OR LESS, CHANGES IN ELEVATION OF ½" TO 30" SHALL BE RAMPED WITH REQUIRED PLATFORMS AND RAILINGS PER THE 2023 EDITION OF THE FLORIDA BUILDING CODE.
6. ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.
7. PAINT ALL NEW SURFACES AS SCHEDULED AND AS REQUIRED TO ASSURE A UNIFORM APPEARANCE.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO CONTROL DUST AND MUD ASSOCIATED WITH THE WORK OF THIS PROJECT. EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND METHOD USED SHALL MINIMIZE ADVERSE ENVIRONMENTAL EFFECTS, PER FDOT SPECIFICATIONS, SECTION 104.
9. ALL PROPOSED CONSTRUCTION SHALL BE PURSUANT TO INFORMATION SHOWN ON THESE PLANS AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
10. THE EXISTENCE AND LOCATION OF HIDDEN UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO, AND FOR PROPER MAINTENANCE PROTECTION OF, EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE RELOCATION OF TELEPHONE OR GAS LINES BY THE UTILITY COMPANIES.
11. THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ENGINEER, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.
12. PARTITION WALLS SHALL BE CONSTRUCTED OF MATERIALS AS ALLOWED BY MINIMUM TYPE VB CONSTRUCTION TYPE PER CHAPTER 7 OF THE 2023 EDITION OF THE FLORIDA BUILDING CODE.
13. INTERIOR FINISH CLASSIFICATION SHALL BE CLASS 'B' FLAME SPREAD 26-75 SMOKE DEVELOPED 0-450 AT EXIT ACCESS. SMOKE DEVELOPED 0-450 AT OTHER AREAS AS PER 803.1.1 OF THE 2023 EDITION OF THE FLORIDA BUILDING CODE FOR TYPE VB CONSTRUCTION TYPE.
14. NEW TABLES, WORK SURFACES, COUNTER HEIGHTS, UNDER SURFACE CLEARANCE AND OVER COUNTER REACH SHALL COMPLY WITH THE 2023 EDITION OF THE FLORIDA BUILDING CODE. ACCESSIBILITY. THESE WORK SURFACES SHALL PROVIDE A MINIMUM UNDER SURFACE HEIGHT OF 28"-34" FOR EACH POSSIBLE WHEELCHAIR LOCATION AND WITH 48" CLEARANCE AROUND THE COUNTER FOR MANEUVERING CLEARANCE.

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CONSULTANTS:

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PHONE: (321) 272-3559
REGISTRY # 33270

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
	..	..

DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

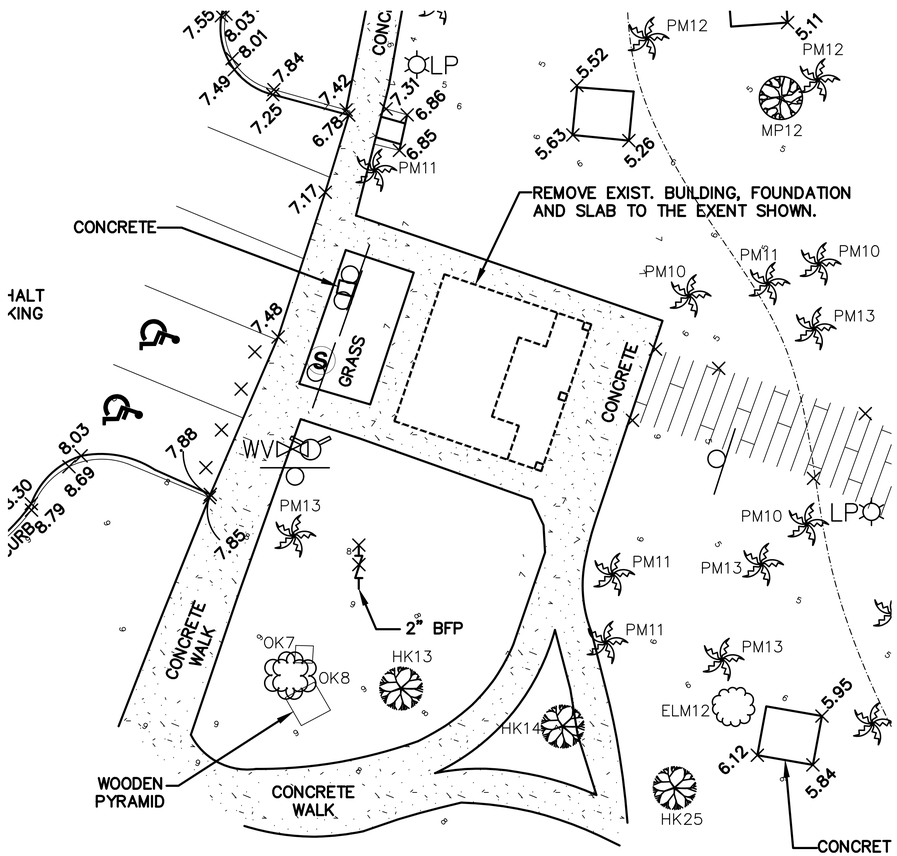
PROJECT TITLE AND ADDRESS
CITY OF PORT ORANGE
ALL CHILDRENS PARK
RESTROOM BUILDING
5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
COVER SHEET

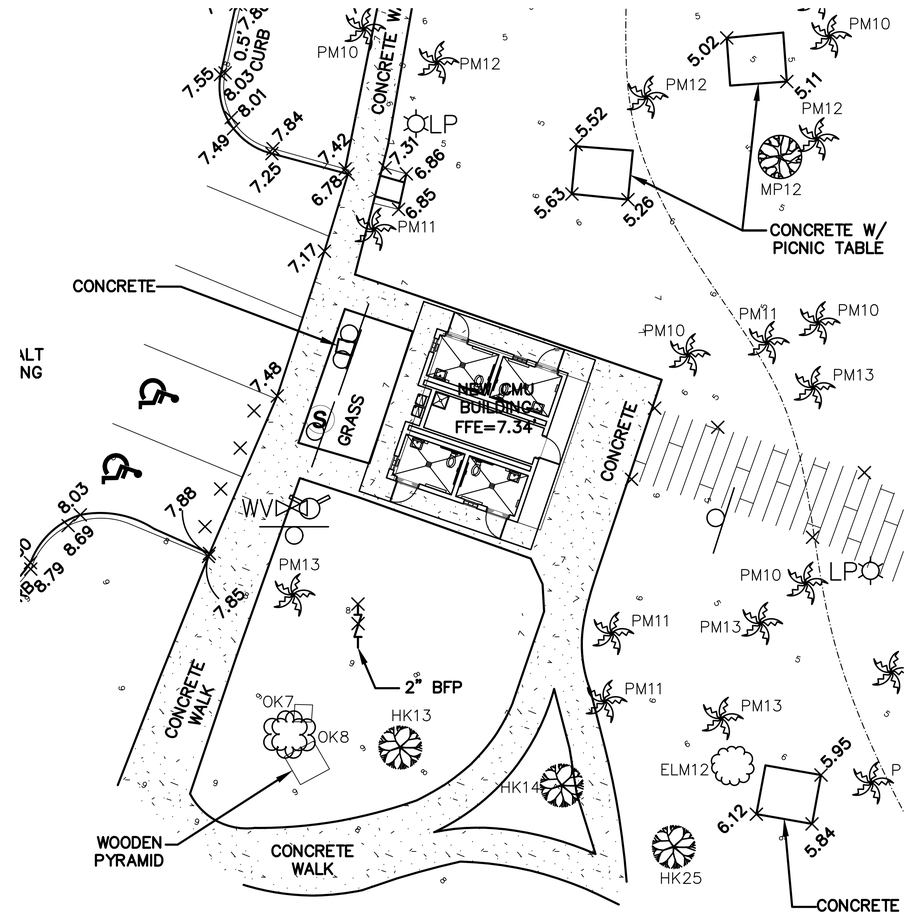
STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A0.0

PROJECT # 02354.30
DATE: 2.3.2025



SITE DEMOLITION PLAN (1 / A0.1)
SCALE: 1"=10.0'



NEW SITE PLAN (2 / A0.1)
SCALE: 1"=10.0'

N

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ALL CHILDRENS PARK
RESTROOM BUILDING
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PORT ORANGE, FLORIDA

SHEET TITLE
ARCHITECTURAL
SITE PLANS

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A0.1

PROJECT # 02354.30
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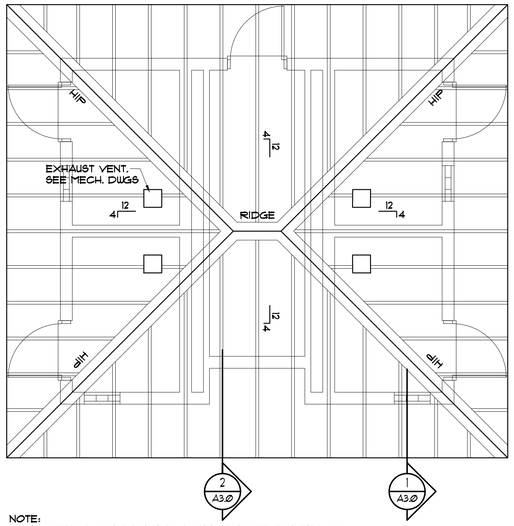
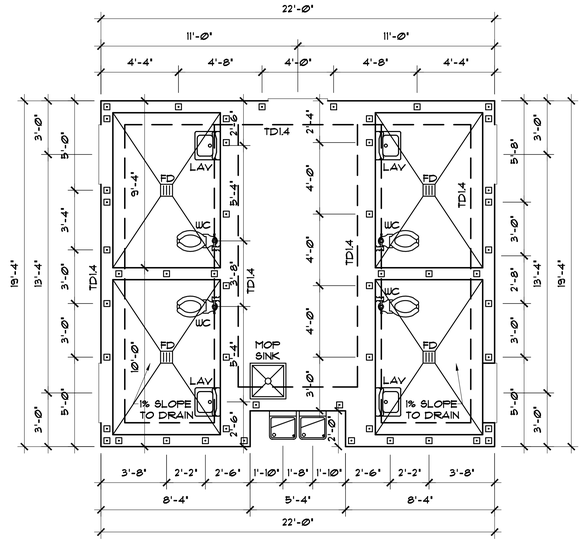


NOTE:
TRUSS DESIGN DRAWINGS AND TRUSS PLACEMENT SHALL BE SUBMITTED TO BUILDING DIVISION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OF TRUSSES. ARCHITECT OF RECORD SHALL REVIEW THE DOCUMENTS MENTIONED PRIOR TO SUBMISSION TO BUILDING DIVISION.

ROOF PLAN (4 / A1.0)
SCALE: 1/4"=1'-0"



NOTE:
TS = THICKENED SLAB
TD = TURNDOWN SLAB

ALL "TD" AND "F" ARE 16" DEEP
ALL "TS" ARE 12" DEEP

NOTE:
NEW CONCRETE FLOOR SLAB SHALL MATCH EXISTING CONCRETE WALKWAYS ± ½" AT DOORWAYS.
ALL CONCRETE SHALL BE 3,000 PSI REINF. STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNO
ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185 LAP 2 SQUARES AT SPLICES. LAP ALL REINFORCING 48 BAR DIAMETERS IN BOND BEAMS AND FOOTINGS AND 72 BAR DIAMETERS IN VERTICAL WALL REINFORCING.

◇ WALL TYPES REF A4.0

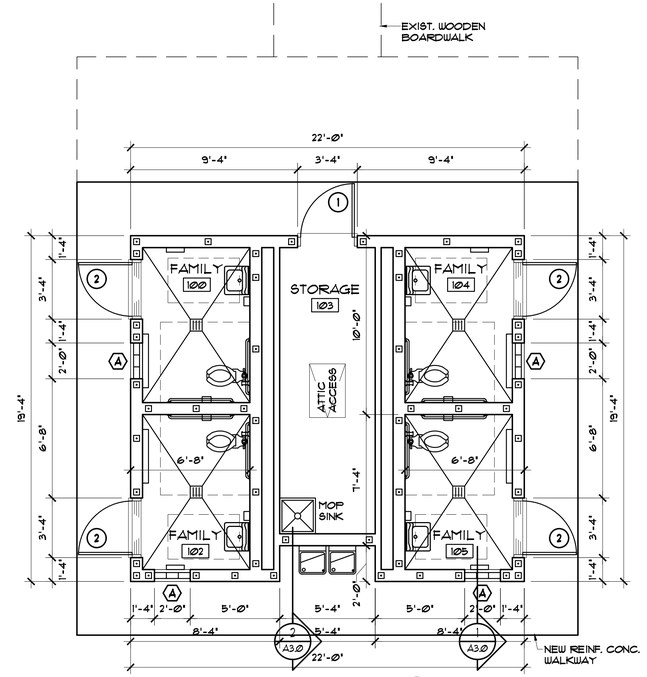
FOOTING SCHEDULE

ALL ARE TURNDOWN OR THICKENED SLAB, U.N.O.

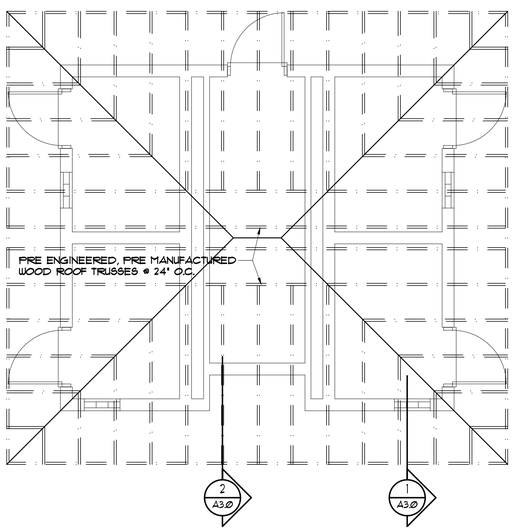
TOP = 2" CLR. FROM TOP OF SLAB
BOT = 3" CLR. FROM BOTTOM OF CONC. POUR

MARK	SIZE (W x L x D)	REINFORCING
TD 1.0	1'-0" x CONT. x 1'-4"	(2) #5 CONT., (1) BOT & (1) TOP
TD 1.4	1'-4" x CONT. x 1'-4"	(3) #5 CONT., (2) BOT & (1) TOP
TS 1.4	1'-4" x CONT. x 1'-0"	(2) #5 BOT & #5 TRANS. @ 24" O.C.
F 2.5	2'-6" x 2'-6" x 1'-4"	(4) #5 EW, BOT
LF 2.0 (NOT TS OR TD)	2'-0" x CONT. x 12"	(3) #5 CONT. w/ #4 TRANS. @ 24" O.C.

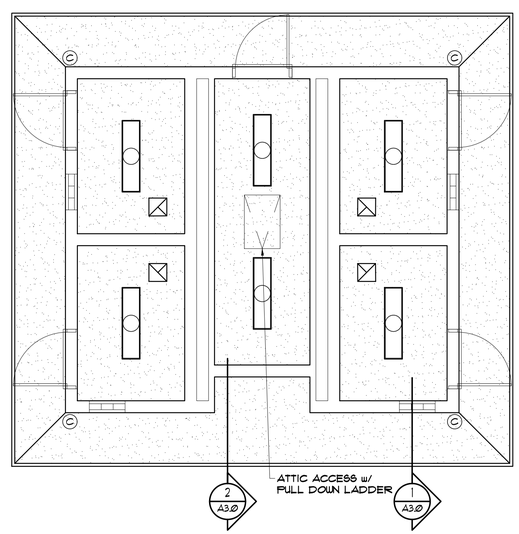
FOUNDATION PLAN (1 / A1.0)
SCALE: 1/4"=1'-0"



FLOOR PLAN (2 / A1.0)
SCALE: 1/4"=1'-0"



ROOF FRAMING PLAN (5 / A1.0)
SCALE: 1/4"=1'-0"



REFLECTED CEILING PLAN (3 / A1.0)
SCALE: 1/4"=1'-0"

REFLECTED CEILING PLAN LEGEND

	PAINTED STUCCO OVER ⅝" DENSGOLD
	IMPACT RESISTANT GYPSUM WALLBOARD
	EXPOSED RAFTERS/JOISTS
	1' x 4' LED LIGHT
	HVAC SUPPLY
	HVAC RETURN
	EXHAUST FAN
	WALL THERMAL GRILLE
	EMERGENCY EGRESS LIGHT

NOTE: SEE MECHANICAL AND ELECTRICAL DWGS. FOR CEILING-MOUNTED FIXTURES AND RESISTERS.

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PORT ORANGE, FLORIDA

SHEET TITLE
FOUNDATION AND FLOOR PLANS

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
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SHEET # A1.0

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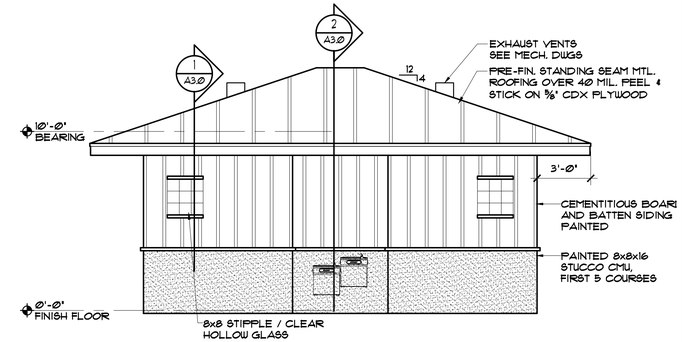
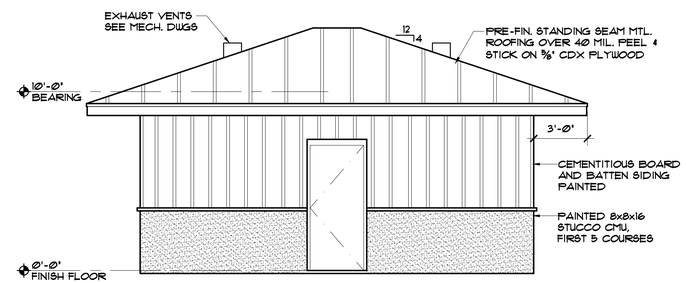


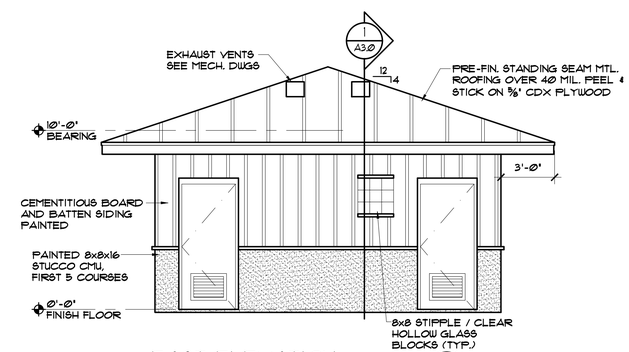
SOUTH ELEVATION (1 / A1.0)

SCALE: 1/4"=1'-0"



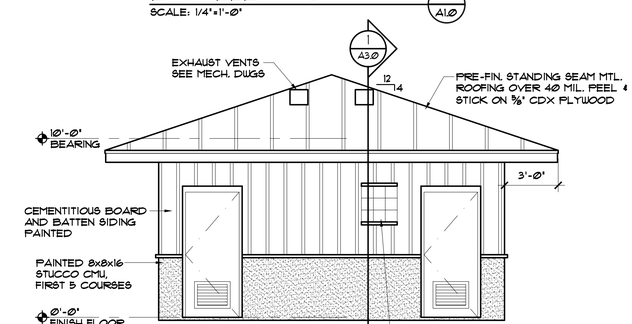
NORTH ELEVATION (3 / A1.0)

SCALE: 1/4"=1'-0"



EAST ELEVATION (2 / A1.0)

SCALE: 1/4"=1'-0"



WEST ELEVATION (4 / A1.0)

SCALE: 1/4"=1'-0"

DESIGN, INC.
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REGISTRY # 33270

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
	..	..

DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS

CITY OF PORT ORANGE ALL CHILDRENS PARK RESTROOM BUILDING

5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE

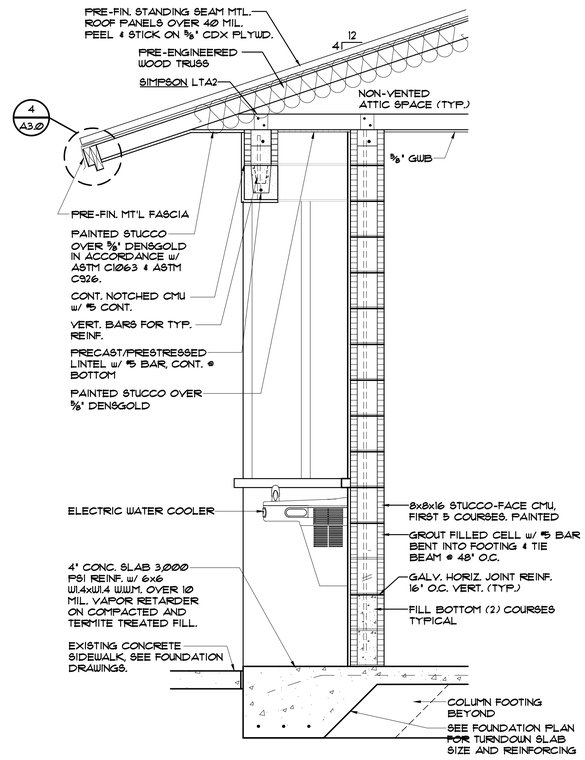
BUILDING ELEVATIONS

STATE OF FLORIDA
DANA MARSHALL SMITH
AR 0009483
REGISTERED ARCHITECT

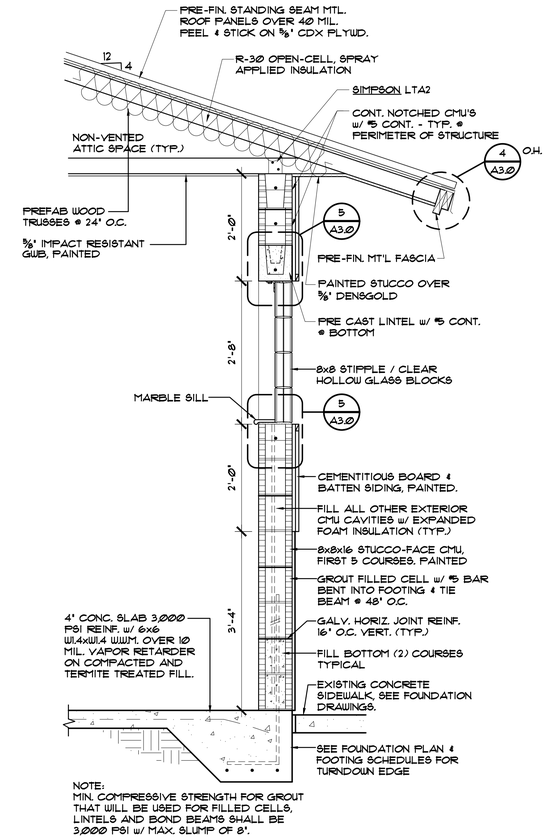
DANA M. SMITH
AR0009483

SHEET # A1.1

PROJECT # 02354.30
DATE: 2.3.2025



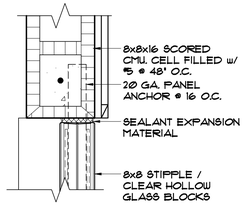
WALL SECTION THRU EWC (2 / A3.0)
SCALE: 3/4"=1'-0"



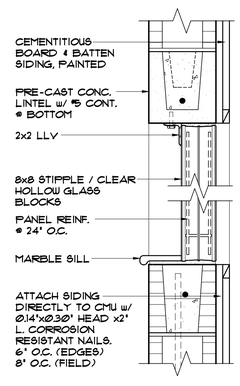
NOTE:
MIN. COMPRESSIVE STRENGTH FOR GROUT THAT WILL BE USED FOR FILLED CELLS, LINTELS AND BOND BEAMS SHALL BE 3,000 PSI W/ MAX. SLUMP OF 8".

WALL SECTION (1 / A3.0)
SCALE: 3/4"=1'-0"

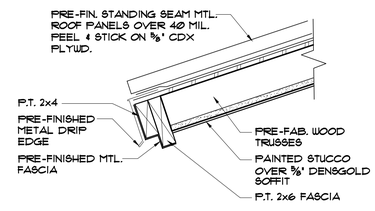
NOTE:
ALL POSTS, PLATES, & FASTENERS SHALL BE GALVANIZED, U.N.O.



JAMB (6 / A3.0)
SCALE: 1½"=1'-0"



HEAD & SILL (5 / A3.0)
SCALE: 1½"=1'-0"



NOTE: FASTEN PLYWOOD SHEATHING W/ 8d NAILS 6" O.C. AT EDGES AND PANEL ENDS 12" O.C. IN FIELD.

FASCIA DETAIL (4 / A3.0)
SCALE: 1½"=1'-0"

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REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
CITY OF PORT ORANGE
ALL CHILDRENS PARK
RESTROOM BUILDING
5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
WALL SECTIONS

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT
DANA M. SMITH
AR0009483

SHEET # A3.0

PROJECT • 02354.30
DATE: 2.3.2025

DOOR SCHEDULE

MARK	SIZE	DOOR TYPE	FRAME TYPE	HDW SET	REMARKS
1	3'-0"X7'-0"X1 3/4"	HM	HM	1	
2	3'-0"X7'-0"X1 3/4"	HM	HM	2	LOUVER PANEL AS SHOWN
3	3'-0"X7'-0"X1 3/4"	HM	HM	2	
4	8'-0"x4'-4"	OH	SS		
5	8'-0"x7'-0"	OH	SS		MANUAL CHAIN OPERATION

NOTE: ALL DOORS AND FRAME SHALL BE PAINTED.

THUMB TURNS SHALL COMPLY w/ SECT. 509 FBCA

HARDWARE SETS:

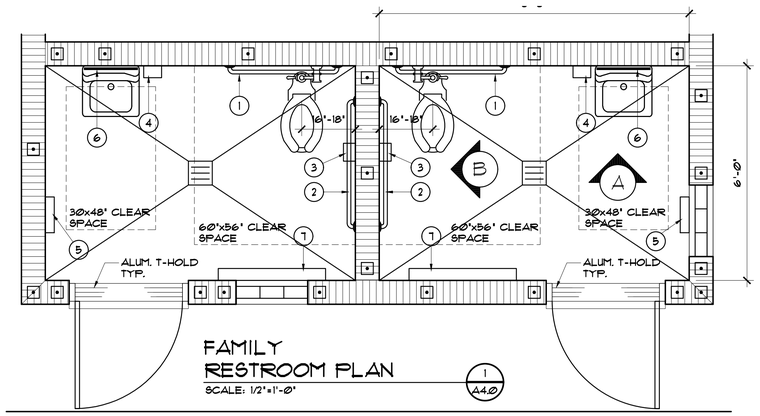
1. 1 1/2 PR. S.S. B.B. BUTT HINGES
   LOCKSET AND DEADBOLT
   W/ THUMB TURN
   ALUM. THRESHOLD, WEATHER STRIPPING
   AND DRIP EDGE.
2. 1 1/2 PR. S.S. B.B. BUTT HINGES
   PUSH/PULL W/CLOSER,
   LOCKSET AND DEADBOLT w/ THUMB TURN.
   ALUM. THRESHOLD, WEATHER STRIPPING
   AND DRIP EDGE.

NOTE: LOCKSET PROVIDED BY OWNER.

TOILET ACCESSORIES LEGEND

"BOBRICK" IS THE BASIS OF DESIGN. ALL NUMBERS REFER TO BOBRICK PRODUCTS, U.N.O.

NO.	ACCESSORY	MODEL NO.
1	36" GRAB BAR	B-6806
2	42" GRAB BAR	B-6806
3	SURFACE-MOUNTED TOILET PAPER DISPENSER	B-2892
4	SURFACE-MOUNTED SOAP DISPENSER	SC JOHNSON PROF 9823
5	SURFACE-MOUNTED ELECTRIC HAND DRYER	XLERATOR
6	TEMP. GLASS MIRROR S.S. FRAME (18" X 30")	B-165 SERIES
7	BABY CHANGING STATION	



FAMILY RESTROOM PLAN

SCALE: 1/2"=1'-0" (1 / A4.0)

FINISH SCHEDULE

RM. NO.	ROOM NAME	FLOOR MATL	FLOOR FINISH	BASE MATL	BASE FINISH	N. WALL MATL	N. WALL FINISH	E. WALL MATL	E. WALL FINISH	S. WALL MATL	S. WALL FINISH	W. WALL MATL	W. WALL FINISH	CEILING MATL	CEILING FINISH	NOTES
100	FAMILY	CONC	EP	CMU	EP	CMU	P	CMU	P	CMU	P	CMU	P	IR-G	P	
101	FAMILY	CONC	EP	CMU	EP	CMU	P	CMU	P	CMU	P	CMU	P	IR-G	P	
102	STORAGE	CONC	S	CMU	N	CMU	P	CMU	P	CMU	P	CMU	P	IR-G	P	
103	FAMILY	CONC	EP	CMU	EP	CMU	P	CMU	P	CMU	P	CMU	P	IR-G	P	
104	FAMILY	CONC	EP	CMU	EP	CMU	P	CMU	P	CMU	P	CMU	P	IR-G	P	

FINISH NOTES

1. PAINT ALL NEW DOORS AND FRAMES ON ALL SIDES.

FINISH MATERIALS:

FLOOR

S - SEALER
EP - EPOXY
C - CONCRETE
VCT - VINYL COMPOSITION TILE

BASE

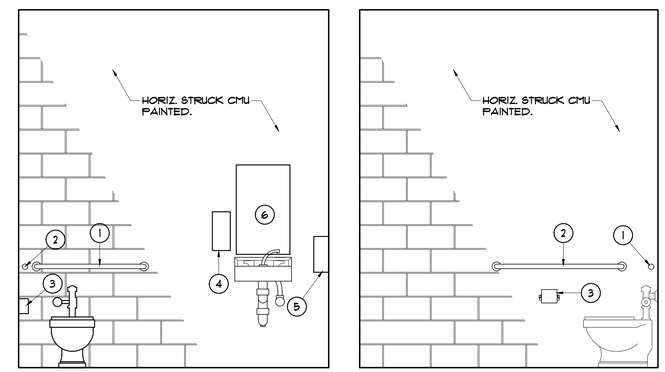
EP - EPOXY
V - VINYL
N - NONE

WALL

IR-G - IMPACT RESISTANT GYPSUM WALLBOARD
EXP - EXPOSED CMU
CMU - CONCRETE MASONRY
P - PAINT
N - NONE

CEILING

IR-G - IMPACT RESISTANT GYPSUM WALLBOARD
ST - STUCCO
P - PAINT
EXP - EXPOSED



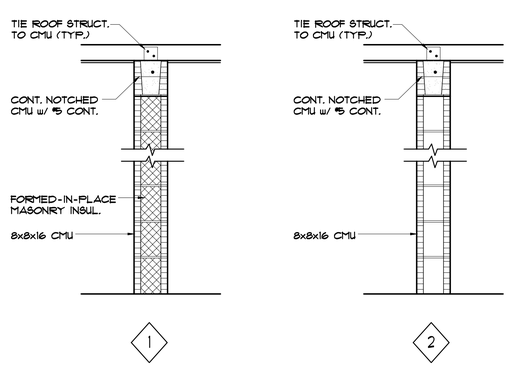
ELEVATION A

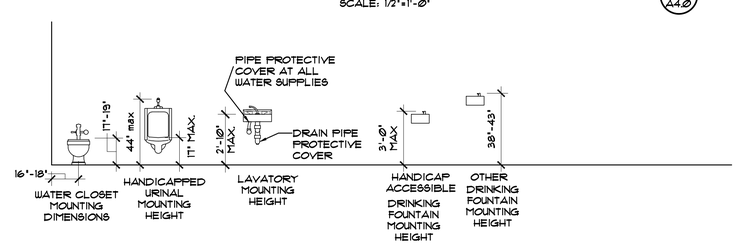
ELEVATION B

INTERIOR ELEVATIONS.

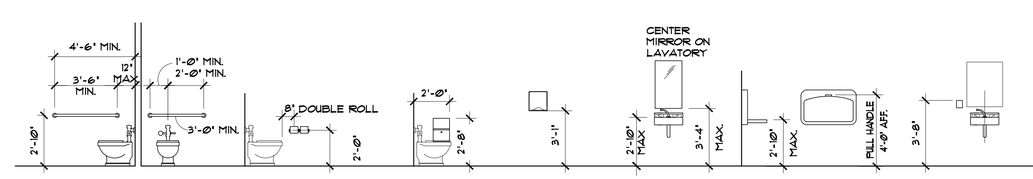
SCALE: 1/2"=1'-0" (2 / A4.0)

WALL TYPES





PLUMBING FIXTURE MOUNTING HEIGHTS



TOP OF GRIPPING SURFACE(S) SHALL BE 33"-36" AFF. IN ACCORDANCE w/ SECTION 609.4 OF FBCA.

1. GRAB BAR - 36"
2. GRAB BAR - 42"
12. GRAB BAR - CORNER
3. TOILET TISSUE DISPENSER SINGLE ROLL INSTALL IN ACCORDANCE w/ SECTION 604.7 OF FBCA
4. SANITARY NAPKIN DISPOSAL
5. SURFACE MOUNTED ELECT. HAND-DRYER
6. MIRROR-18"x30"
7. BABY CHANGING STATION
8. SOAP DISPENSER WALL MOUNTED

TOILET ACCESSORY MOUNTING HEIGHTS

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PROJECT TITLE AND ADDRESS

CITY OF PORT ORANGE ALL CHILDRENS PARK RESTROOM BUILDING

5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE

ENLARGED RESTROOM PLANS

STATE OF FLORIDA · DANA MARSHALL SMITH · AR 0009483 · REGISTERED ARCHITECT

DANA M. SMITH
AR0009483

SHEET # A4.0

PROJECT # 02354.30
DATE: 2.3.2025

HVAC SYMBOLS

SYMBOL	DESCRIPTION
	NEW DUCT WORK
	FLEXIBLE DUCT
	SUPPLY AIR DUCT WORK
	RETURN AIR OR EXHAUST DUCT WORK
	DUCT WORK TRANSITION
	90° ELBOW WITH TURNING VANES
	RADIUS ELBOW
	MANUAL AIR VOLUME CONTROL DAMPER
OR	SUPPLY AIR DEVICE
	RETURN AIR DEVICE
	EXHAUST AIR DEVICE
T	WALL MOUNTED THERMOSTAT
S	WALL MOUNTED TEMPERATURE SENSOR
SP	STATIC PRESSURE SENSOR
PS	ANSUL SYSTEM PULL STATION
SD	DUCT SMOKE DETECTOR
A-100	DIFFUSER DEVICE TYPE - AIR QUANTITY
TYP.	TYPICAL
(E)	EXISTING
RTU-10	EQUIPMENT DESIGNATION TAG
UC	1" DOOR UNDERCUT
1	REVISION REFERENCE
R	REFRIGERATION PIPING
	CONDENSATE PIPING ON ROOF
CD	CONDENSATE DRAIN PIPING
FD	FIRE DAMPER
SD	SMOKE DAMPER
F/SD	FIRE/SMOKE DAMPER
CO	CLEANOUT
	ACCESS DOOR/PANEL

TESTING AND BALANCING NOTES

1. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE TESTING, ADJUSTING AND BALANCING FOR THIS PROJECT. TESTING, ADJUSTING AND BALANCING SHALL BE DONE IN ACCORDANCE WITH THESE NOTES.
2. THE FOLLOWING MECHANICAL (HVAC) SYSTEMS SHALL BE TESTED, ADJUSTED AND BALANCED:
   A. MINI-SPLIT AIR HANDLING UNITS.
   B. EXHAUST FANS.
3. PRIOR TO COMMENCING ANY WORK; REVIEW CONTRACT DOCUMENTS, TESTING,ADJUSTING AND BALANCING STRATEGIES AND STEP-BY-STEP PROCEDURES.
4. CONTRACTOR PROVIDING TESTING, ADJUSTING AND BALANCING SHALL BE CERTIFIED BY EITHER AABC OR NEBB.
5. TESTING, ADJUSTING AND BALANCING REPORT FORMS SHALL BE STANDARD FORMS FROM EITHER AABC OR NEBB.
6. CONTRACTOR SHALL COORDINATE THE EFFORTS OF FACTORY-AUTHORIZED SERVICE REPRESENTATIVES FOR SYSTEMS AND EQUIPMENT. HVAC CONTROLS INSTALLERS, AND OTHER MECHANICS TO OPERATE HVAC SYSTEMS AND EQUIPMENT TO SUPPORT AND ASSIST THE TESTING , ADJUSTING AND BALANCING ACTIVITIES.
7. CONTRACTOR SHALL VERIFY QUANTITIES AND LOCATIONS OF BALANCING DEVICES. CONTRACTOR SHALL VERIFY THAT THESE BALANCING DEVICES ARE ACCESSIBLE AND APPROPRIATE FOR BALANCING AND FOR EFFICIENT SYSTEM EQUIPMENT OPERATION PRIOR TO COMMENCEMENT OF WORK..
8. CONTRACTOR SHALL PERFORM TESTING AND BALANCING PROCEDURES IN EACH AIR AND WATER SYSTEM.
9. HVAC SYSTEM AIR AND WATER FLOW RATES SHALL BE WITHIN THE FOLLOWING TOLERANCES:
   A. SUPPLY: PLUS 5 TO PLUS 10 PERCENT
   B. RETURN: PLUS 5 TO PLUS 10 PERCENT
   C. EXHAUST FANS: PLUS 5 TO PLUS 10 PERCENT
   D. EQUIPMENT WITH FANS: PLUS 5 TO PLUS 10 PERCENT
   E. AIR OUTLETS AND INLETS: 0 TO MINUS 10 PERCENT
10. FINAL BALANCING REPORT SHALL INCLUDE THE FOLLOWING:
    A. TEST CONDITIONS FOR FANS AND PUMPS
    B. SYSTEMS DIAGRAMS
    C. AIR CONDITIONING UNIT TEST REPORTS
    D. APPARATUS COIL TEST REPORTS
    E. ELECTRICAL-COIL TEST REPORTS
    F. FAN TEST REPORTS
    G. DUCT TRANSVERSE REPORTS
    H. AIR-TERMINAL DEVICE REPORTS
    I. SYSTEM COIL REPORTS
11. ADDITIONAL TESTING AND BALANCING SHALL BE MADE AS DIRECTED BY THE DESIGN ENGINEER TO CORRECT UNUSUAL CONDITIONS. ADDITIONAL TESTING WILL NOT EXCEED THREE DAYS DURING THE FIRST SIX MONTHS OF OPERATION.
12. IF INITIAL TESTING AND BALANCING PROCEDURES WERE NOT PERFORMED DURING THE NEAR-PEAK SUMMER AND WINTER CONDITIONS, PERFORM ADDITIONAL TESTING, ADJUSTING DURING NEAR-PEAK SUMMER AND WINTER CONDITIONS.
13. CONTRACTOR TO PROVIDE THREE (3) COPIES OF THE TESTING, ADJUSTING AND BALANCING REPORT FOR REVIEW.

MECHANICAL GENERAL NOTES

1. ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE FLORIDA BUILDING CODE EIGHTH EDITION 2023, FLORIDA BUILDING CODE EIGHTH EDITION 2023- MECHANICAL, FBC EIGHTH EDITION 2023- ENERGY CONSERVATION, FFPC EIGHTH EDITION- 2023.
2. CONTRACTOR TO VISIT SITE AND VERIFY ALL CLEARANCES BEFORE FABRICATION OF DUCTWORK AND PROVIDE ADDITIONAL OFFSET AND/OR CHANGES IN DUCT SIZES TO MEET FIELD CONDITIONS AND COORDINATE WITH ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTOR BEFORE ANY CONSTRUCTION WORK.
3. PROVIDE EQUIPMENT GUARDS AT ALL EQUIPMENT WITHIN 10 FEET OF A ROOF EDGE OR OPEN SIDE OF WALKING SURFACE THAT IS OVER 30" ABOVE FLOOR GRADE.
4. OUTSIDE AIR INTAKES (ROOFTOP UNITS, GRAVITY ROOF VENTS, LOUVERS) SHALL MAINTAIN A MINIMUM OF 10'-0" FROM ANY EXHAUST OUTLET OR SANITARY VENT.
5. PROVIDE ALL MECHANICAL EQUIPMENT WITH MANUFACTURER'S RECOMMENDED SERVICE AREA CLEARANCES.
6. ALL ROOF TOP UNITS SHALL BE CONSTRUCTED AND INSTALLED TO WITHSTAND LOCAL WIND LOAD DESIGN.
7. DUCT SMOKE DETECTORS SHALL BE FURNISHED BY THE FIRE ALARM CONTRACTOR, INSTALLED IN DUCT BY THE MECHANICAL CONTRACTOR AND WIRED BY THE FIRE ALARM CONTRACTOR. SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72, NATIONAL FIRE ALARM CODE; NFPA 90A, STANDARD FOR INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS, FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE LOCATION OF SMOKE DETECTORS WITH FIRE ALARM CONTRACTOR. PROVIDE A VISIBLE/AUDIBLE NOTIFICATION PANEL. MAKE: SYSTEM SENSOR RTS2 OR EQUAL, COMPATIBLE WITH BUILDING FIRE ALARM SYSTEM.
8. PLANS AND DIAGRAMS ARE SCHEMATIC ONLY AND SHOULD NOT BE SCALED.
9. PROVIDE EXTERNAL DUCT INSULATION FOR SUPPLY, RETURN AND OUTSIDE AIR DUCTWORK. DUCTWORK INSULATION SHALL BE FOIL FACED FIBERGLASS DUCT WRAP WITH A MINIMUM THERMAL RESISTANCE (R) OF 6.0. INSULATION SHALL HAVE VAPOR BARRIER. INSTALL PER MFR. REQUIREMENTS.
10. COORDINATE CEILING MOUNTED DIFFUSERS, REGISTERS, AND GRILLES AND OTHER CEILING MOUNTED EQUIPMENT WITH OTHER CEILING MOUNTED EQUIPMENT. SEE REFLECTED CEILING PLAN.
11. DUCTWORK, DIFFUSERS, REGISTERS, GRILLES, AND OTHER ITEMS OF THE AIR HANDLING SYSTEM SHALL NOT BE SUPPORTED BY THE CEILING OR CEILING SUSPENSION SYSTEM.
12. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY STEEL REQUIRED TO SUSPEND MECHANICAL EQUIPMENT & MATERIALS. INSTALLATION OF EQUIPMENT SHALL COMPLY WITH MANUFACTURER'S SPECIFICATIONS AND CLEARANCE REQUIREMENTS FOR SERVICING OF EQUIPMENT
13. VERIFY VOLTAGE REQUIREMENTS WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.
14. PROVIDE A TRAP IN ALL CONDENSATE PIPING SERVING AIR HANDLING UNITS AND ROOFTOP UNITS. SLOPE CONDENSATE LINE 1/8" PER FOOT. ALL CONDENSATE DRAIN PIPING SHALL BE PROPERLY SUPPORTED.
15. GUARANTEE; FOR ONE YEAR AFTER DATE OF ACCEPTANCE BY THE OWNER, ALL EQUIPMENT, MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECT.
16. DO NOT CUT STRUCTURAL MEMBERS WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
17. FLEXIBLE AND RIGID ROUND DUCT TAKE-OFFS FOR DIFFUSERS SHALL BE THE SAME SIZE AS DIFFUSER NECK. MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 8'-0". FLEXIBLE DUCT SHALL BE THERMAFLEX TYPE M-KC OR EQUAL. FLEXIBLE DUCT SHALL BE INSULATED FIBERGLASS, R-6, CLASS 1, UL181 LISTED AND COMPLY WITH NFPA 90A AND NFPA 90B.
18. ALL WALL MOUNTED THERMOSTATS AND HUMIDISTATS SHALL BE INSTALLED AT AN ELEVATION OF 48" ABOVE FINISHED FLOOR TO THE TOP UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
19. PROVIDE FLEXIBLE NEOPRENE DUCT CONNECTORS ON THE DISCHARGE AND ENTERING SIDES OF ROOFTOP UNITS, AIR HANDLING UNITS, FANS AND OTHER VIBRATING EQUIPMENT TO WHICH DUCTWORK IS ATTACHED.
20. PROVIDE ACCESS DOORS IN HARD CEILINGS OR WALLS REQUIRING ACCESS TO VALVES, FIRE DAMPERS, BALANCING DAMPERS, VOLUME DAMPERS OR OTHER PARTS OF THE SYSTEM WHICH REQUIRE OPERATION OR MAINTANENCE AND ARE LOCATED AT INACCESSIBLE AREAS. MAKE: MILCOR MODEL C FOR CEILING LOCATION. MILCOR MODEL M FOR WALL LOCATION. INSTALL FOR DOWNWARD OPENING IN CEILING LOCATIONS.
21. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
22. REFER TO ARCHITECTURAL DRAWINGS FOR ALL RELATED CONSTRUCTION DETAILS AS APPLICABLE TO THE HVAC SYSTEM. CHASE AND WALL PENETRATIONS INTENDED FOR DUCTWORK AND PIPING SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION.
23. MECHANICAL EQUIPMENT, DUCTWORK AND PIPING IS SHOWN AT APPROXIMATE LOCATIONS. FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENT AS REQUIRED TO FIT THE DUCTWORK AND PIPING WITHIN THE AVAILABLE SPACE. FIELD VERIFY FINAL LOCATIONS TO INSTALL EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
24. WHEN THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS WILL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTION OR EXPLANATION IN WRITING.
25. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THIS CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS BEFORE SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF/ HERSELF WITH THE PLANS.
26. CONTRACTOR SHALL ENGAGE A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE FOR START-UP TO INSPECT, TEST AND ADJUST FIELD-ASSEMBLED COMPONENTS AND EQUIPMENT INSTALLATION, INCLUDING CONNECTIONS AND PERFORM THE FOLLOWING FIELD TESTS AND INSPECTIONS:
    1. LEAK TEST: AFTER INSTALLATION, CHARGE SYSTEM AND TEST FOR LEAKS. REPAIR LEAKS AND RETEST UNTIL NO LEAKS EXIST.
    2. OPERATIONAL TEST: AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, START UNITS TO CONFIRM PROPER MOTOR ROTATION AND UNIT OPERATION.
    3. TEST AND ADJUST CONTROLS AND SAFETIES. REPLACE DAMAGED AND MALFUNCTIONING CONTROLS AND EQUIPMENT.
    4. REPORT TESTING RESULTS IN WRITTEN REPORT.
27. MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTOR SHALL COORDINATE ELECTRICAL VOLTAGE, AMPERAGE, OVER CURRENT PROTECTION AND ALL OTHER ELECTRICAL COMPONENTS AND ACCESSORIES OF THE HVAC AND PLUMBING EQUIPMENT BEFORE ORDERING.
28. MECHANICAL PIPING SUPPORTS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL, SECTION 305 AND THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, SECTION 308.

PIPING MATERIAL SCHEDULE

SERVICE	SIZE	MATERIAL	SCHEDULE / TYPE	INSULATION		REMARKS
				TYPE	THICK	
A/C CONDENSATE	ALL	PVC	SCH. 40	NONE	-	--
REFRIGERANT PIPING	ALL	COPPER	TYPE L	FG	1"	--

NOTES:

1. FIBERGLASS PIPE INSULATION: MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. SEMIRIGID BOARD MATERIAL WITH FACTORY-APPLIED ASJ COMPLYING WITH ASTM C 1393, OR WITH PROPERTIES SIMILAR TO ASTM C 612. NOMINAL DENSITY IS 2.5 LB/CU. FT. OR MORE. THERMAL CONDUCTIVITY (K VALUE) AT 100 DEG. F (55 DEG. C) IS 0.29 BTU X IN./H X SQ.FT. X DEG. F (0.042 W/M X K) OR LESS. ALL SERVICE JACKET (ASJ): WHITE, KRAFT-PAPER, FIBERGLASS-REINFORCED SCRIM WITH ALUMINUM-FOIL BACKING; COMPLYING WITH ASTM C 1136, TYPE MANUFACTURERS; A. CERTAINTEED CORP., B. JOHNS MANVILLE, C. KNAUF INSULATION, D. OWENS CORNING.
2. FLEXIBLE ELASTOMERIC PIPE INSULATION: CLOSED CELL SPONGE OR EXPANDED - RUBBER MATERIALS. COMPLY WITH ASTM C-534, TYPE I FOR TUBULAR MATERIALS. PROVIDE SEALANT COMPATIBLE WITH MATERIAL. MANUFACTURERS: ARMAFLEX BY ARMACELL OR EQUAL.

SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING
   A. AIR HANDLING UNITS AND AIR COOLED CONDENSERS
   B. DIFFUSERS AND REGISTERS
   C. EXHAUST FANS
   D. DUCT WORK
   E. DUCT CONSTRUCTION STANDARDS
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN:
   A. PROJECT NAME.
   B. DATE.
   C. NAME OF ENGINEER.
   D. NAME OF CONTRACTOR.
   E. NAME OF SUBCONTRACTOR.
   F. NAME OF SUPPLIER.
   G. NAME OF MANUFACTURER.
   H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
   I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
   A. MANUFACTURER'S CATALOG CUTS.
   B. MANUFACTURER'S PRODUCT SPECIFICATIONS.
   C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
   D. NOTATION OF COORDINATION REQUIREMENTS.
   E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   F. PRINTED PERFORMANCE CURVES.
   G. OPERATIONAL RANGE DIAGRAMS.
   H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALLED AND DATED BY CONTRACTOR.
8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITIALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
10. SUBSTITUTIONS
    A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS.
    B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION.
    C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE.
    D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION.
    E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK.
    F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY.
    G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED.
    H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.

DUCT CONSTRUCTION NOTES

1. SUPPLY AIR, RETURN AIR, OUTSIDE AIR, AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL, EXCEPT WHERE INDICATED. METALLIC DUCTS SHALL BE CONSTRUCTED AND INSTALLED PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL AND THE 2020 EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE MANUAL.
2. SUPPORTS FOR DUCTWORK SHALL BE CONSTRUCTED AND INSTALLED PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL, SECTION 603.10 AND THE 2020 EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE MANUAL. FLEXIBLE AND OTHER FACTORY-MADE DUCTWORK SHALL BE SUPPORTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. METAL DUCT STATIC PRESSURE CLASSIFICATION:
   SUPPLY AIR DUCT: 2" W.G.
   RETURN AIR DUCT: 2" W.G. (NEGATIVE)
   EXHAUST AIR DUCT: 2" W.G. (NEGATIVE)
4. SEAL ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - ENERGY CONSERVATION TABLE C403.2.9.2 AND THE 2020 EDITION OF SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE.
5. ALL TRANSVERSE JOINTS, LONGITUDINAL SEAMS, AND CONNECTIONS SHALL BE IN ACCORDANCE WITH PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - ENERGY CONSERVATION TABLE C403.2.9 AND FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL, SECTION 603.
6. CROSS-BREAK DUCT SURFACES 19" THROUGH 60" USE ANGLE REINFORCING FOR DUCT SIZES OVER 60".
7. ALL METAL LONGITUDINAL SEAMS SHALL BE PITTSBURGH OR OTHER SMACNA LISTED SEAMS. DO NOT USE BUTTON PUNCH SNAPBACK SEAMS.
8. SUSPEND METAL DUCTWORK NOT EXCEEDING 30" LONGEST SIDE, AT EVERY JOINT (NOT TO EXCEED 10'-0") USING 1"x 18 GAUGE GALVANIZED STRAPS ATTACHED TO BOTTOM AND SIDE OF DUCT.
9. SUSPEND METAL DUCTWORK, EXCEEDING 30" LONGEST SIDE, AT MAXIMUM 8'-0" INTERVALS USING ANGLES AND RODS.
10. SUPPORT DUCTWORK AND EQUIPMENT FROM STRUCTURAL MEMBER. ATTACHMENT TO ROOF DECK IS NOT ACCEPTABLE.
11. DUCT SIZES MUST BE VERIFIED FOR CLEARANCES AT THE JOB SITE PRIOR TO FABRICATION. DIMENSIONS MAY BE CHANGED TO ACCOMMODATE CONSTRUCTION. SUBMIT ALL MODIFICATION TO DESIGN ENGINEER FOR APPROVAL.
12. DUCT TRANSITIONS SHALL BE CONSTRUCTED WITH SLOPE OF 1/4.
13. TURNING VANES SHALL BE PROVIDED IN ALL SUPPLY DUCT RECTANGULAR ELBOWS WITH ANGLES BETWEEN 15 DEGREES AND LESS THAN 90 DEGREES PER THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS MANUAL.
14. DUCT DIMENSIONS SHOWN ON DRAWING ARE CLEAR INSIDE DIMENSIONS. WHERE DUCT LINER IS SHOWN INCREASE METAL DUCT SIZE TO ALLOW FOR DUCT LINER.
15. UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AS HIGH AS POSSIBLE, TIGHT TO BOTTOM OF STRUCTURE. COORDINATE DUCT ELEVATION WITH STORM LEADERS, WATER PIPING, SANITARY DRAINS ,MAJOR ELECTRICAL CONDUIT, LIGHTING FIXTURES, ETC..

FLORIDA BUILDING CODE EIGHTH EDITION (2023) ENERGY CONSERVATION COMPLIANCE

THE DESIGN COMPLIES WITH SECTION C401.2 APPLICATION ITEM 3:

THE REQUIREMENTS OF SECTION C402.5, C403.2, C404, C405.2, C405.4, C405.5, C407 AND C408. THE BUILDING ENERGY COST SHALL BE EQUAL TO OR LESS THAN 85 PERCENT OF THE STANDARD REFERENCE DESIGN BUILDING.

DRAWING INDEX

SHEET NUMBER	TITLE
M0.1	Mechanical General Information
M0.2	Mechanical Schedules & Details
M1.1	Mechanical Floor Plan

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REVIEWED BY: MNO

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CITY OF PORT ORANGE
ALL CHILDREN'S PARK
RESTROOM BUILDING
5950 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
MECHANICAL
GENERAL INFORMATION

MINDY N. O'NEAL
FL# 69779

SHEET # M0.1

PROJECT # 02354.30 DATE: 2.3.2025

MINI-SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE

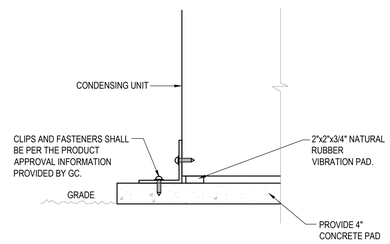
MARK	AREA SERVED	NOMINAL TONS	FAN		MCA	MOCP	WEIGHT (LBS.)	COOLING CAPACITY (MBH)	HEATING CAPACITY (MBH)	SEER2	EQUAL TO		NOTES
			CFM	V/Ø							MFG.	MODEL	
AC-1	103 STORAGE	1.0	318	240/1	1.0	15	25	-	-	-	LG	KNUAB121A	SEE NOTES
ACU-1	103 STORAGE	1.0	-	240/1	19	30	75	12.0	13.6	22.5	LG	KUSAB121A	SEE NOTES

NOTES:
1. PROVIDE UNITS WITH FACTORY THERMOSTAT, SINGLE POINT ELECTRICAL CONNECTION.
2. PROVIDE 5 MINUTE ANTI CYCLE TIMER.
3. PROVIDE WITH FACTORY INSTALLED DISCONNECT.
4. PROVIDE UNIT WITH HAIL GUARD.
5. PROVIDE UNIT WITH CONDENSATE PUMP.
6. CFM BASED ON MEDIUM FAN SPEED.

FAN SCHEDULE

MARK	SERVICE	CFM	EXT. STATIC PRESSURE (IN. WATER)	FAN TYPE	DRIVE	SONES	HP (WATTS)	RPM	V/Ø	MANUFACTURER	MODEL	NOTES
EF-1	100 FAMILY	100	0.375	CEILING MOUNTED	DIRECT	0.7	23 WATTS	1118	115/1	GREENHECK	SP-A190	SEE NOTES
EF-2	102 FAMILY	100	0.375	CEILING MOUNTED	DIRECT	0.7	23 WATTS	1118	115/1	GREENHECK	SP-A190	SEE NOTES
EF-3	103 STORAGE	100	0.375	CEILING MOUNTED	DIRECT	0.7	23 WATTS	1118	115/1	GREENHECK	SP-A190	SEE NOTES
EF-4	104 FAMILY	100	0.375	CEILING MOUNTED	DIRECT	0.7	23 WATTS	1118	115/1	GREENHECK	SP-A190	SEE NOTES
EF-5	105 FAMILY	100	0.375	CEILING MOUNTED	DIRECT	0.7	23 WATTS	1118	115/1	GREENHECK	SP-A190	SEE NOTES

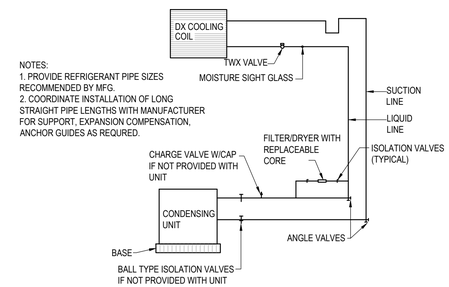
NOTES:
1. PROVIDE INTEGRAL DISCONNECT SWITCH.
2. PROVIDE MANUFACTURER'S SPEED CONTROL MOUNTED AT UNIT.
3. PROVIDE CONTROL BY MANUAL LIGHT WITH OCCUPANCY SENSOR. COORDINATE WITH ELECTRICAL DRAWINGS FOR LOCATION OF SWITCH.
4. PROVIDE INTEGRAL BACKDRAFT DAMPER.



NOTE:
CONDENSING UNIT SUPPORT TO BE PROVIDED BY G.C. CONTRACTOR HAS OPTION TO USE APPROVED MANUFACTURER RECOMMENDE TIE-DOWN CLIPS.

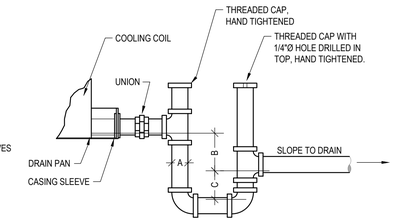
1 Condensing Unit Tie Down Detail
SCALE: NOT TO SCALE

NOTES:
1. PROVIDE REFRIGERANT PIPE SIZES RECOMMENDED BY MFG.
2. COORDINATE INSTALLATION OF LONG STRAIGHT PIPE LENGTHS WITH MANUFACTURER FOR SUPPORT, EXPANSION COMPENSATION, ANCHOR GUIDES AS REQURED.



NOTE:
PIPING LAYOUT IS DIAGRAMMATIC. CONTRACTOR SHALL PROVIDE PIPING, ACCESSORIES, VALVES, ETC. TO ACCOMMODATE LAYOUT IN FIELD.

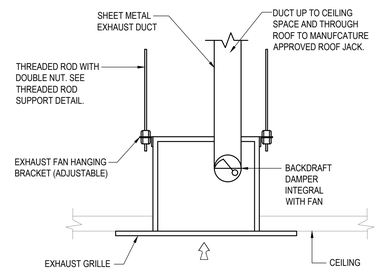
2 Refrigeant Piping Schematic Detail
SCALE: NOT TO SCALE



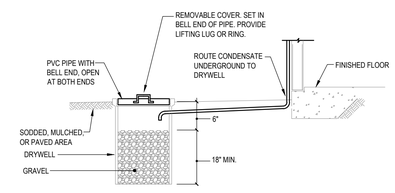
CONDENSATE DRAIN PIPING DIMENSIONS:

A = FULL SIZE OF UNIT DRAIN CONNECTION
B > 1-1/2 TIMES FAN SUCTION STATIC PRESSURE
C > FAN DISCHARGE STATIC PRESSURE PLUS 1/2 INCH

2 Condensate Drain Trap Detail
SCALE: NOT TO SCALE



4 Ceiling Mounted Exhaust Fan
SCALE: NOT TO SCALE



5 Drywell Condensate Disposal Detail
SCALE: NOT TO SCALE

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RESTROOM BUILDING
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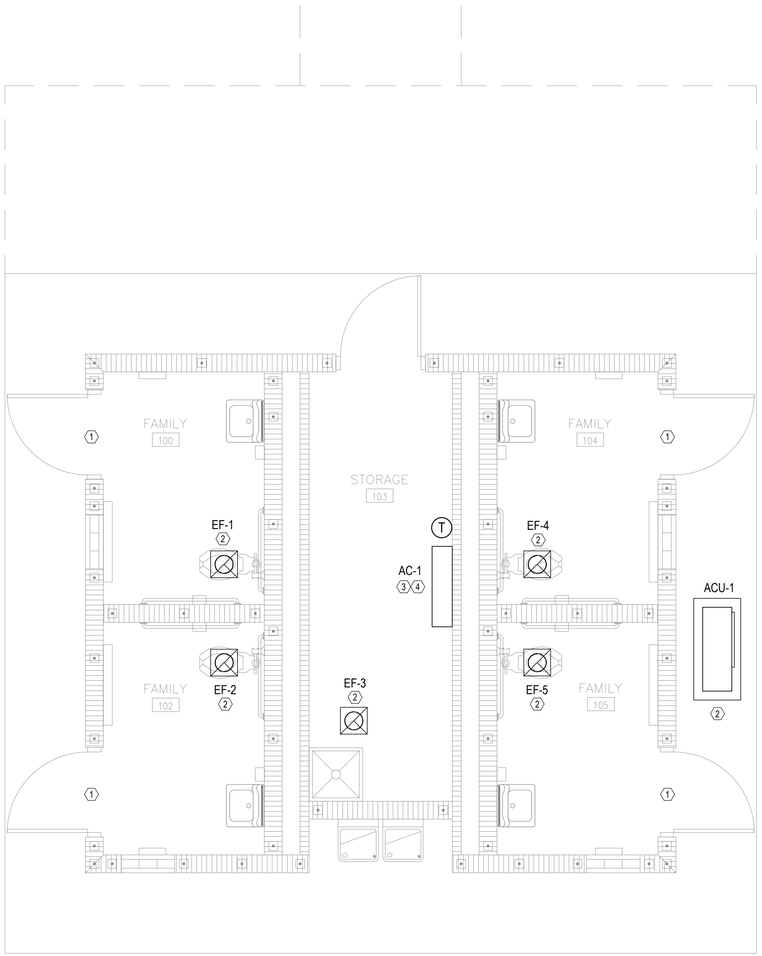
PORT ORANGE, FLORIDA

SHEET TITLE
MECHANICAL SCHEDULES

MINDY N. O'NEAL
FL# 69779

SHEET # M0.2

PROJECT # 02354.30
DATE: 2.3.2025



MECHANICAL FIRST FLOOR PLAN
SCALE: 3/8" = 1'-0"

1 M1.1

N

GENERAL PLAN NOTES:

1. COORDINATE EXACT LOCATIONS OF MECHANICAL EQUIPMENT WITH ALL DISCIPLINES AND MAINTAIN REQUIRED CLEARANCES.
2. INSTALL FLEXIBLE CONNECTIONS BETWEEN ALL DUCTWORK AND MECHANICAL UNITS.
3. PROVIDE BRANCH DUCT CONNECTIONS PER DETAIL ON SHEET M5.1.
4. COORDINATE ALL BRANCH DUCT LOCATIONS WITH STRUCTURAL JOIST OPENINGS.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS WITHIN THE AREA OF WORK PRIOR TO DEMOLITION.
6. DUCTWORK CONNECTIONS TO EQUIPMENT TO BE SIZE OF UNIT OPENING.
7. ALL WORK TO COMPLY WITH THE 2023 FLORIDA BUILDING CODE - MECHANICAL, EIGHTH EDITION AND REGULATIONS OF LOCAL AUTHORITY HAVING JURISDICTION.
8. THE AIR CONDITIONING LAYOUT INDICATED ON THE PLANS IS SCHEMATIC AND LAYOUT IS TO PROVIDE ACCESS TO ALL SPACES. CONTRACTOR MUST PROVIDE AN ENGINEERED SYSTEM THAT MEETS ALL REQUIRED CRITERIA.
9. MECHANICAL CONTRACTOR SHALL BE LICENSED IN THE STATE WHERE THE WORK IS TO BE PERFORMED.
10. DIFFUSERS SHALL BE SIZED AS REQUIRED TO SATISFY THE AIRFLOW CAPACITIES OF THE SYSTEM FOR A FUNCTIONAL AND EFFECTIVE CLIMATE CONTROL SYSTEM.
11. REGISTERS AND GRILLES SHALL BE LOCATED AS SHOWN ON PLANS. CONTRACTOR SHALL COORDINATE FRAMING WITH THE GENERAL CONTRACTOR.

MECHANICAL PLAN KEY NOTES:

1. PROVIDE LOUVERED DOOR TO ALLOW FOR TRANSFER OF AIR.
2. 6"Ø EXHAUST VENT TO TERMINATE AT LOCATION SHOWN WITH MANUFACTURER'S RECOMMENDED ROOF JACK AND GRAVITY DAMPER.
3. ROUTE REFRIGERANT PIPING TO ASSOCIATED EXTERIOR CONDENSING UNIT ON. REFER TO REFRIGERANT PIPING SCHEMATIC DETAIL ON MECHANICAL DETAIL SHEET.
4. ROUTE CONDENSATE DRAIN PIPING TO EXTERIOR DRYWELL.
5. PROVIDE NEW CONCRETE HOUSEKEEPING PAD. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH ALL DISCIPLINES.

GRAPHIC SCALE
12" 0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

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DRAWN BY: KMO
DESIGNED BY: MNO
REVIEWED BY: MNO

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RESTROOM BUILDING
5950 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
MECHANICAL
FIRST FLOOR PLAN

MINDY N. O'NEAL
FL# 69779

SHEET # M1.1

PROJECT # 02354.30
DATE: 2.3.2025

PLUMBING GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND GOVERNING AUTHORITIES. I.E.: FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, THE FLORIDA BUILDING CODE EIGHTH EDITION 2023, FBC EIGHTH EDITION 2023- ENERGY CONSERVATION, FFPC EIGHTH EDITION- 2023
2. ALL SANITARY PIPING 2-1/2" OR LESS SHALL HAVE A 1/4" PER FOOT SLOPE. ALL SANITARY PIPING 3" OR LARGER SHALL HAVE A 1/8" PER FOOT SLOPE UNLESS OTHERWISE NOTED. ALL STORM WATER PIPING 2-1/2" OR LESS SHALL HAVE A 1/4" PER FOOT MINIMUM HORIZONTAL SLOPE. ALL STORM WATER PIPING 3" OR LARGER SHALL HAVE A 1/8" PER FOOT MINIMUM HORIZONTAL SLOPE UNLESS OTHERWISE INDICATED.
3. VALVES AND FITTINGS SHALL BE OF SAME SIZE OF PIPE ON WHICH THEY ARE LOCATED, UNLESS OTHERWISE INDICATED ON DRAWINGS.
4. INSTALL WATER HAMMER SHOCK ARRESTORS AT EACH FIXTURE OR BATTERY OF FIXTURES WHERE REQUIRED. ARRESTORS SHALL BE FACTORY FABRICATED. INSTALL ARRESTORS AND SIZE PER PLUMBING AND DRAINAGE INSTITUTE STANDARD P.D.I. WH-201. ACCEPTABLE MANUFACTURERS: JOSAM, WATTS AND SIOUX CHIEF. AIR CHAMBERS SHALL NOT BE CONSIDERED AN EQUAL TO WATER ARRESTORS AS SPECIFIED.
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING FIRE RATING AND WEATHERPROOFING INTEGRITY OF ALL PIPE PENETRATIONS.
6. ALL WATER SUPPLY AND SANITARY LINES SHALL RUN AS CLOSE TO PLANS AS POSSIBLE WITH NO CHANGES IN SIZING.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SUPPORTING DEVICES FOR FIXTURES.
8. CHANGES IN THE DIRECTION OF SANITARY AND STORM DRAINAGE PIPING SHALL NOT BE MADE WITH FITTINGS WHICH WILL CAUSE EXCESSIVE REDUCTION IN THE VELOCITY OF FLOW OR CREATE ANY OTHER ADVERSE EFFECT. I.E.: USE OF SANITARY TEE IN A HORIZONTAL CONNECTION, USE OF A DOUBLE SANITARY TEE IN A VERTICAL STACK, USE OF SHORT RADIUS FITTINGS FOR BRANCH TO HOUSE DRAIN OR STACK CONNECTION.
9. CONTRACTOR SHALL GIVE 24 HOURS NOTICE TO APPLICABLE UTILITY COMPANY PRIOR TO PERFORMING WORK INVOLVING UTILITIES.
10. WHERE SANITARY SEWER LINES CROSS UNDERGROUND WATER SUPPLY LINES THE INSTALLATION SHALL COMPLY WITH THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING.
11. ALL FLOOR DRAINS SHALL BE PROVIDED WITH A TRAP PRIMER VALVE AND FITTINGS UNLESS NOTED OTHERWISE.
12. THE PLUMBING CONTRACTOR MAY BE REQUIRED TO DROP PIPE OUTSIDE OF BUILDING TO REQUIRED DEPTH TO PROVIDE CONNECTION TO AREA DEVELOPMENT UTILITY STUB. ALL DROPS IN DEPTH SHALL BE MADE WITH THE USE OF 45° FITTINGS.
13. ROUTE ALL PIPING CONCEALED ABOVE CEILINGS, WITHIN WALLS, OR IN CHASES. EXPOSED PIPING SHALL BE SLOPED AND PAINTED TO MATCH ARCHITECTURAL FINISHES. PIPING IN MECHANICAL ROOMS MAY BE EXPOSED.
14. SLEEVE AND FIRE STOP PENETRATIONS OF RATED WALLS, FLOORS, CEILINGS, MUST BE IN ACCORDANCE WITH SECTION 714 OF THE FBC 8TH EDITION 2023 AND LOCAL CODES TO MAINTAIN RATINGS. REFER TO ARCHITECTURAL DRAWINGS FOR APPLICABLE UL STANDARDS AND LOCATIONS OF RATED WALLS, CEILINGS, FLOORS, ETC.
15. ALL WATER PIPING INSTALLED IN EXTERIOR WALLS SHALL BE PLACED ON THE INTERIOR SIDE OF THE WALL.THE WALL INSULATION SHALL BE PLACED ON THE EXTERIOR SIDE OF THE PIPE.
16. SEE RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.
17. COLD AND HOT WATER PIPING SHALL BE CHLORINATED POLYVINYL CHLORIDE (CPVC) SCHEDULE 40 PLASTIC PIPE AND TUBING (ASTM F441) WITH CPVC SCHEDULE 40 FITTINGS (ASTM F438) SOCKET TYPE. DISINFECT WATER PIPING AFTER PRESSURE TEST. DISINFECTION PROCEDURE SHALL COMPLY WITH THE LOCAL HEALTH AUTHORITY, LOCAL WATER PURVEYOR, FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, SECTION 610 DISINFECTION OF POTABLE WATER SYSTEMS.
18. SOIL, WASTE, VENT PIPING AND FITTINGS SHALL BE PVC: ASTM D2665 SCHEDULE 40. JOINTS SHALL BE SOLVENT CEMENT. PROVIDE CAST IRON PIPE AND FITTINGS FOR SOIL, WASTE AND VENT PIPING LOCATED IN CEILING PLENUMS OR IN LOCATIONS OF HIGH TEMPERATURE WATER DISCHARGE IN THE KITCHEN AND LAUNDRY.
19. PROVIDE CLEANOUTS FOR SANITARY AND STORM PIPING AT BASE OF EACH VERTICAL STACK, AT EACH CHANGE OF DIRECTION OF HORIZONTAL PIPE RUNS AND AT 100 FOOT INTERVALS OF HORIZONTAL RUNS FOR SANITARY AND STORM PIPING.
20. PROVIDE ACCESS PANELS TO VALVES WITHIN CHASES, WALLS, OR ABOVE NON-ACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES. SEE SPECIFICATION SECTION 220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT FOR ENGRAVED LABELS FOR ALL ACCESS PANELS, VALVES, PLUMBING EQUIPMENT, ETC. PROVIDE ENGRAVED LABEL ON CEILING GRID AT EQUIPMENT LOCATION.
21. SITE UTILITY CONNECTIONS SHOWN ON CIVIL DRAWINGS. ALL SERVICES SHOWN ON THIS SET OF PLANS TERMINATE 5'-0" FROM BUILDING, UNLESS SHOWN OTHERWISE ON DRAWINGS.
22. FURNISH AND INSTALL HOSE BIBBS AND/OR WALL HYDRANTS 24" ABOVE FINISHED GRADE/FLOOR (UNLESS OTHERWISE NOTED) AND PROVIDE VACUUM BREAKERS.
23. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF ROOF DRAINS, PLUMBING FIXTURE MOUNTING HEIGHTS AND DIMENSIONS.
24. CONTRACTOR SHALL VERIFY INVERT ELEVATIONS OF EXISTING SEWERS IN WHICH NEW SEWER LINES ARE TO BE CONNECTED PRIOR TO STARTING WORK.
25. CONTRACTOR SHALL INSTALL DIELECTRIC UNIONS AT CONNECTIONS OF DISSIMILAR METALS.
26. CONTRACTOR SHALL ROUGH-IN ALL WASTE AND SUPPLIES TO SPECIAL EQUIPMENT ACCORDING TO MANUFACTURER'S SHOP DRAWINGS AND MAKE FINAL CONNECTIONS AS NOTED. ALL SUPPLIES SHALL BE VALVED. INSTALL VACUUM BREAKERS WHERE REQUIRED BY CODE.
27. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS (INCLUDING PIPE ROUTING AND EQUIPMENT LOCATIONS) TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO THE INSTALLATION OR PURCHASING OF ANY PIPING AND/OR EQUIPMENT.
28. PROVIDE REDUCED PRESSURE BACKFLOW PREVENTERS FOR DOMESTIC WATER SUPPLY CONNECTIONS AS REQUIRED BY CODE.
29. ALL BELOW GRADE/SLAB COPPER PIPE SHALL BE PLACED WITHIN COPPER PIPE SLEEVE (10 MIL) POLYETHYLENE PLASTIC SLEEVING. EXTEND SLEEVING ABOVE GRADE/SLAB.
30. CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF FLOOR DRAINS LOCATED IN TOILET ROOMS. PLUMBING CONTRACTOR SHALL COORDINATE EXACT LOCATION OF FLOOR DRAINS SERVING MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
31. PRESSURE REDUCING VALVES SHALL BE INSTALLED ON BRANCH LINES SERVING FIXTURES AND/OR EQUIPMENT WHEN THE PRESSURE IN THE LINE EXCEEDS 80 P.S.I.
32. COORDINATE ROUTING OF ALL PLUMBING SYSTEMS TO AVOID CONFLICTS WITH OTHER DISCIPLINES WITHIN INTERSTITIAL SPACE AND ROUTE TIGHT TO STRUCTURE WHERE POSSIBLE. PIPING SHALL NOT ENTER OR PASS THROUGH ELECTRICAL AND COMMUNICATION ROOMS.
33. IF THE INTENT OF THE DRAWINGS AND/OR SPECIFICATIONS IS UNCLEAR OR HAS MORE THAN ONE INTERPRETATION, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTIONS AND/OR PROVIDE EXPLANATION IN WRITING.
34. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS PRIOR TO SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO CONTRACTORS FAILURE TO FAMILIARIZE HIMSELF WITH THE PLANS.
35. THE CONTRACTOR SHALL BASE HIS PROPOSAL UPON THE EQUIPMENT AS SCHEDULED OR SPECIFIED, USING THE MANUFACTURERS AND EQUIPMENT SPECIFIED ON THE DRAWINGS. IF MORE THAN ONE MANUFACTURER IS SPECIFIED FOR ONE ITEM, ANY ONE OF THE MANUFACTURERS LISTED MAY BE USED IN THIS CONTRACTOR'S PROPOSAL. IF THIS CONTRACTOR WISHES TO USE EQUIPMENT NOT SPECIFIED, HE MUST AT THE TIME OF BIDDING SUBMIT SEPARATELY ON LETTERHEAD STATIONARY OF THE BIDDER, THE EQUIPMENT HE WOULD SUBSTITUTE AND THE COST TO BE ADDED OR TO BE DEDUCTED FROM HIS PROPOSAL. CONTRACTOR'S PROPOSED SUBSTITUTES SHALL BE SUBMITTED TO ARCHITECT AND APPROVED BY OWNER.
36. THE CONTRACTOR IS EXPECTED TO ORDER ALL MATERIALS IN SUFFICIENT TIME TO AVOID DELAYING THE COMPLETION OF THE PROJECT. DELAY IN DELIVERY WILL NOT BE CONSIDERED A JUSTIFIABLE REASON FOR SUBMISSION OF SUBSTITUTE MATERIALS.
37. DO NOT PENETRATE WALL FOOTINGS WITH PIPING. COORDINATE PENETRATION LOCATION WITH GENERAL CONTRACTOR. PIPE PENETRATING A BEARING WALL OR FOOTING MUST BE SLEEVED AND LOCATION APPROVED BY STRUCTURAL ENGINEER.
38. REFER TO PLANS FOR VENT THRU ROOF (VTR) PIPE SIZES AND LOCATIONS. LOCATE VTR A MINIMUM OF 10' OF HORIZONTAL DISTANCE FROM ANY BUILDING OPENING OR FRESH AIR INTAKE. EXTEND VTR 12" ABOVE ROOF SURFACE. PROVIDE 1" FIBERGLASS INSULATION WITH ALL-SERVICE JACKET ON VENT PIPE INSIDE BUILDING WITHIN 6' OF VTR LOCATION. VERIFY FLASHING AND COUNTERFLASHING AND COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.
39. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
40. **HEAT-TRACED PIPING SHALL MEET INSULATION THICKNESS REQUIREMENTS PER** FLORIDA BUILDING CODE EIGHTH EDITION 2023 - ENERGY CONSERVATION.
41. MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTOR SHALL COORDINATED ELECTRICAL VOLTAGE, AMPERAGE, OVER CURRENT PROTECTION AND ALL OTHER ELECTRICAL COMPONENTS AND ACCESSORIES OF THE HVAC AND PLUMBING EQUIPMENT BEFORE ORDERING.
42. PIPING SUPPORTS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL, SECTION 305 AND THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, SECTION 308.

SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING
   - A. PLUMBING FIXTURES
   - B. WATER HEATERS
   - C. PIPING
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN:
   - A. PROJECT NAME.
   - B. DATE.
   - C. NAME OF ENGINEER.
   - D. NAME OF CONTRACTOR.
   - E. NAME OF SUBCONTRACTOR.
   - F. NAME OF SUPPLIER.
   - G. NAME OF MANUFACTURER.
   - H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
   - I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
   - A. MANUFACTURER'S CATALOG CUTS.
   - B. MANUFACTURER'S PRODUCT SPECIFICATIONS.
   - C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
   - D. NOTATION OF COORDINATION REQUIREMENTS.
   - E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   - F. PRINTED PERFORMANCE CURVES.
   - G. OPERATIONAL RANGE DIAGRAMS.
   - H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALED AND DATED BY CONTRACTOR.
8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITIALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
10. SUBSTITUTIONS
    - A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS.
    - B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION.
    - C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE.
    - D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION.
    - E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK.
    - F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY.
    - G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED.
    - H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.

DRAWING INDEX

SHEET NUMBER	TITLE
P0.1	Plumbing General Information
P0.2	Plumbing Schedules & Riser Diagrams
P1.1	Sanitary Floor Plan
P1.2	Domestic Water Floor Plan
P5.1	Plumbing Details

FLORIDA BUILDING CODE EIGHTH EDITION (2023) ENERGY CONSERVATION COMPLIANCE

THE DESIGN COMPLIES WITH SECTION C401.2 APPLICATION ITEM 3:

THE REQUIREMENTS OF SECTION C402.5, C403.2, C404, C405.2, C405.4, C405.5, C407 AND C408. THE BUILDING ENERGY COST SHALL BE EQUAL TO OR LESS THAN 85 PERCENT OF THE STANDARD REFERENCE DESIGN BUILDING.

WATER HAMMER ARRESTOR SCHEDULE

INSTALLED ARRESTOR SHALL BE APPROVED DEVICE BY FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING. ALL SUPPLY PIPING SHALL HAVE ARRESTOR THE SAME SIZE AS CONNECTION SIZE UP TO 1" I.E. PROVIDE P.D.I. SIZE "C" FOR 1" OR LARGER WATER SUPPLY TO FIXTURES, P.D.I. SIZE "B" FOR 3/4" SUPPLY AND P.D.I. SIZE "A" FOR 1/2" SUPPLY.

* P.D.I. SIZE	CONNECTION SIZE
A (1-11 F.U.)	1/2"
B (12-32 F.U.)	3/4"
C (33-60 F.U.)	1"

P.D.I. = PLUMBING AND DRAINAGE INSTITUTE STANDARD WH-201

SYMBOLS AND ABBREVIATIONS

DESCRIPTION	ABBR.	SYMBOL
GREASE PIPE BELOW GRADE	GR	GR
SANITARY PIPE BELOW GRADE	SAN	
FORCE MAIN ABOVE GRADE	FM	FM
RAINWATER PIPE	RW	RW
SECONDARY RAINWATER OVERFLOW	SRW	SRW
STORM WATER BELOW	ST	ST
FILTERED WATER	FW	FW
SOFT WATER	SW	SW
COLD WATER PIPE	CW	
HOT WATER PIPE	HW	
HOT WATER RETURN	HWR	
CONDENSATE PIPE	C	C
VENT PIPE	V	
GAS (NATURAL) PIPE	G	G
CLEANOUT	CO	
EXTERIOR CLEANOUT	ECO	
FLOOR CLEANOUT	FCO	
BACKWATER VALVE	BWV	
VENT THRU ROOF	VTR	
DIRECTION OF FLOW	-	
CAP	-	
TEE UP	-	
TEE DOWN	-	
ELBOW UP	-	
ELBOW DOWN	-	
REVISION REFERENCE	-	1
NEW CONNECTION TO EXISTING	-	
HOSE BIBB / WALL HYDRANT	-	
WCO	-	
GAS COCK	-	
SOLENOID SHUT-OFF VALVE (W/ MANUAL RESET)	-	
PRESSURE REGULATOR	-	
PRESSURE REDUCING VALVE	-	
CHECK VALVE	-	
FLOOR DRAIN	-	
FLOOR DRAIN OR FLOOR SINK	-	
SHUT-OFF VALVE	-	
BALANCING VALVE	-	
UNION	-	
RECIRCULATING PUMP	-	
BACK OF HOUSE	BOH	

*SOME SYMBOLS SHOWN MAY NOT PERTAIN TO THIS PROJECT

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CITY OF PORT ORANGE
ALL CHILDREN'S PARK
RESTROOM BUILDING
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PORT ORANGE, FLORIDA

SHEET TITLE
PLUMBING
GENERAL INFORMATION

MINDY N. O'NEAL
FL# 69779

SHEET # P0.1

PROJECT # 02354.30
DATE: 2.3.2025

FIXTURE SPECIFICATIONS

TAG	FIXTURE	MANUFACTURER	MODEL #	PIPE SIZE				DESCRIPTION
				CW	HW	SAN	VENT	
WC-1	WATER CLOSET FLUSH VALVE	AMERICAN STANDARD	3461.528	1"	-	4"	2"	ADA COMPLIANT, VITREOUS CHINA, FLOOR MOUNTED, 1.28 GPF, TOP SPUD, ELONGATED BOWL HIGH EFFICIENCY FLUSHOMETER VALVE TOILET, COLOR WHITE. PROVIDE WITH SELECTRONIC AUTOMATIC BATTERY-POWERED FLUSH VALVE WITH MANUAL OVERRIDE BUTTON AND MANUFACTURERS RECOMMENDED ANGLE SUPPLY STOPS, SUPPLY TUBING AND INSTALLATION MATERIALS. PROVIDE ANTIMICROBIAL OPEN FRONT COVERLESS SEAT.
L-1	LAVATORY WALL HUNG	AMERICAN STANDARD	0355.012	1/2"	1/2"	2"	1-1/2"	ADA COMPLIANT WALL HUNG VITREOUS LAVATORY, COLOR WHITE. PROVIDE ANGLE SUPPLIES, P-TRAP, PIPING INSULATION WRAP, DRAIN GRID AND INSTALLATION MATERIALS. INSTALL AS REQUIRED TO MEET ADA GUIDELINES. PROVIDE SELECTRONIC AUTOMATIC BATTERY-POWERED AMERICAN STANDARD FAUCET 6055.204. PROVIDE WITH 605XTMV1070 THERMOSTATIC MIXING VALVE. INSTALL USING MANUFACTURERS RECOMMENDATIONS.
EWC-1	HI-LO ELECTRIC WATER COOLER	ELKAY	LZSTL8WSLK	1/2"	-	2"	1-1/2"	BI-LEVEL BARRIER FREE ADA COMPLIANT ELECTRIC WATER COOLER WITH BOTTLE FILLING STATION. COORDINATE POWER OUTLET LOCATION WITH ELECTRICAL CONTRACTOR FOR ELECTRICAL CORD WITH 3-PRONG PLUG.INSTALL PER MANUFACTURERS RECOMMENDATIONS. REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHTS.
WHY-1	WALL HYDRANT (EXTERIOR)	WOODFORD	B65	3/4"	-	-	-	AUTOMATIC DRAINING, FREEZELESS WALL HYDRANT WITH HOSE CONNECTION ANTI-SIPHON VACUUM BREAKER. ASSE 1011 APPROVED, BRASS VALVE BODY, LOOSE KEY. WALL BOX DOOR SHALL BE CHROME FINISH.
ET-1	EXPANSION TANK	AMTROL	ST-5-C	3/4"	-	-	-	THERMAL EXPANSION TANK, APPROVED FOR POTABLE WATER. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
FD-1	FLOOR DRAIN	ZURN	Z415S	-	-	3"	1-1/2"	CAST IRON BODY WITH BOTTOM OUTLET, INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH 6"x 6" SQUARE TYPE "S" NICKEL BRONZE STRAINER. PROVIDE WITH DEEP SEAL TRAP AND 1/2" TRAP PRIMER CONNECTION OUTLET.
MS-1	MOP SINK	FIAT	MSB-2424	3/4"	3/4"	3"	1-1/2"	FLOOR MOUNTED MOLDED PLASTIC BASIN WITH HOSE BRACKET 832-AA. WALL MOUNTED FAUCET 830-AA AND CORNER GUARD ON THE FRONT LIP.
FCO	FLOOR CLEANOUT	ZURN	Z1400	-	-	-	-	FLOOR CLEANOUT WITH ACCESS COVER. SEE PLANS FOR PIPE SIZE CONNECTION.
ECO	EXTERIOR CLEANOUT	ZURN	Z-1400-HD	-	-	-	-	HEAVY TRAFFIC AREA EXTERIOR CLEANOUT WITH ACCESS COVER AND TWO-WAY FITTING. SEE PLANS FOR PIPE SIZE CONNECTION.
WHA	WATER HAMMER ARRESTOR	ZURN / WILKINS	1250	-	-	-	-	WATER HAMMER ARRESTOR SHALL MEET ASSE 1010. THE DEVICE SHALL CONSIST OF A COPPER BODY WITH AN ACETAL PISTON, BUNA NITRILE O-RINGS AND LEAD FREE SOLDER. THE DEVICE SHALL BE PRE-CHARGED AND SEALED AT THE FACTORY.
TPV-1	TRAP PRIMER VALVE	PRECISION PLUMBING	PRO1-ULP500	1/2"	-	-	-	UNDER-LAV TRAP PRIMER, MINIMUM 12" ABOVE FINISHED FLOOR. INSTALL PER MANUFACTURERS INSTRUCTIONS.

NOTE:
1. VERIFY WITH OWNER ALL SPECIFIED EQUIPMENT SELECTIONS PRIOR TO PURCHASE AND INSTALLATION.
2. REFER TO ARCHITECTURAL DRAWINGS FOR ALL FINAL LOCATIONS AND MOUNTING DIMENSIONS OF ALL PLUMBING FIXTURES. PROVIDE ADA CONFORMING FACTORY INSULATION KIT ON HOT, COLD AND P-TRAP WASTE PIPING AT ADA DESIGNATED LAVATORIES.

ELECTRIC WATER HEATER SCHEDULE

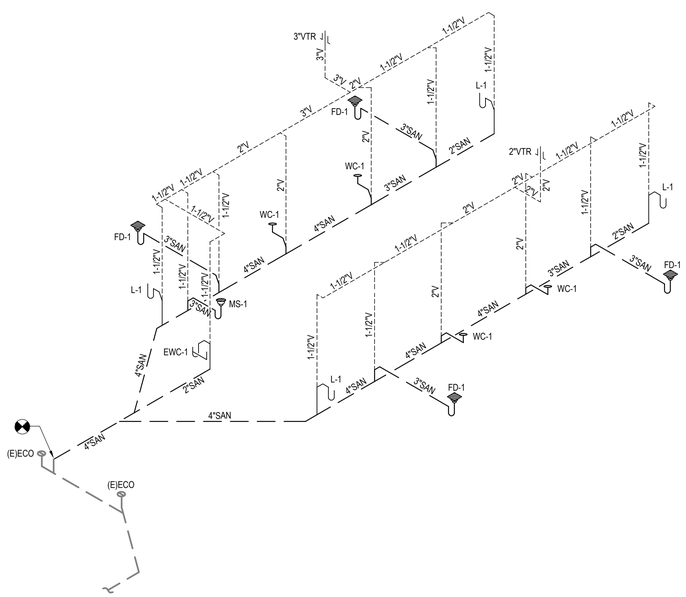
MARK	STORAGE CAPACITY (GALLONS)	RECOVERY (GPH @60° RISE)	TOTAL WEIGHT (LBS)	TOTAL KW	VOLTS	PH	MANUFACTURER	MODEL	LOCATION	NOTES
EWH-1	20	20	240	3	208	1	A.O. SMITH	DEL-20	105 STORAGE	1-2

NOTES:
1. NON-SIMULTANEOUS 3 KW ELEMENT OPERATION.
2. PROVIDE WALL MOUNT WATER HEATER SHELF.

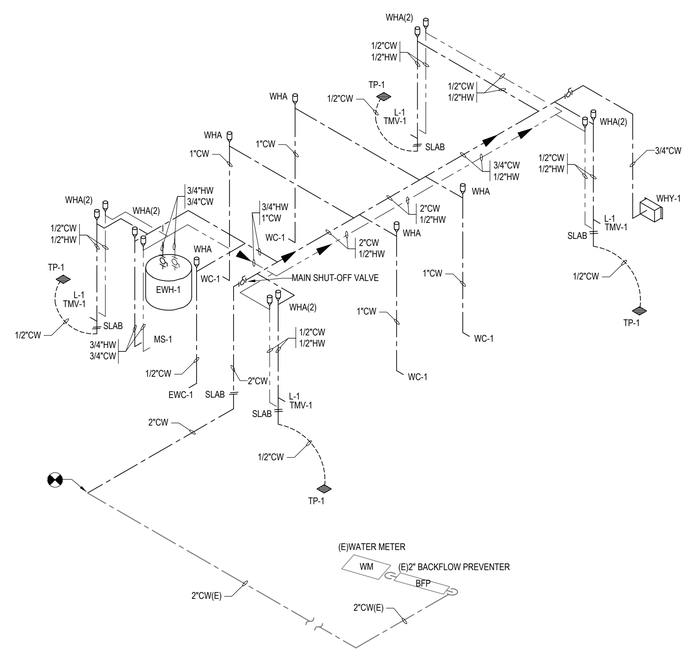
PIPING MATERIAL SCHEDULE

SERVICE	SIZE	MATERIAL	SCHEDULE/TYPE	INSULATION		REMARKS
				TYPE	THICKNESS	
COLD WATER	ALL	CPVC	SCH. 40	FG	1"	SEE NOTE 2
HOT WATER	ALL	CPVC	SCH. 40	FG	1"	SEE NOTE 2
SANITARY	ALL	C.I. OR PVC	NOTE 3	NONE	-	NO HUB
VENT	ALL	PVC	SCH. 40	NONE	-	SEE NOTE 1

NOTES:
1. WASTE AND VENT PIPING IN PLENUM SPACE SHALL BE SERVICE WEIGHT CAST IRON, NO HUB.
2. FIBERGLASS PIPE INSULATION: MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. SEMIRIGID BOARD MATERIAL WITH FACTORY-APPLIED ASJ COMPLYING WITH ASTM C 1393, OR WITH PROPERTIES SIMILAR TO ASTM C 612. NOMINAL DENSITY IS 2.5 LB/CU. FT. OR MORE. THERMAL CONDUCTIVITY (K VALUE) AT 100 DEG. F (55 DEG. C) IS 0.29 BTU X IN./H X SQ.FT. X DEG. F (0.042 W/M X K) OR LESS. ALL SERVICE JACKET (ASJ): WHITE, KRAFT-PAPER, FIBERGLASS-REINFORCED SCRIM WITH ALUMINUM-FOIL BACKING; COMPLYING WITH ASTM C 1136, TYPE MANUFACTURER: A. CERTAINTEED CORP., B. JOHNS MANVILLE, C. KNAUF INSULATION, D. OWENS CORNING
3. FOR PVC ONLY SCHEDULE 40 DWV. FOAM CORE PVC NOT ALLOWED.



1 Sanitary Riser Diagram
SCALE: NOT TO SCALE



2 Domestic Water Riser Diagram
SCALE: NOT TO SCALE

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SHEET TITLE
PLUMBING SCHEDULES & RISER DIAGRAMS

MINDY N. O'NEAL
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SHEET # P0.2

PROJECT # 02354.30
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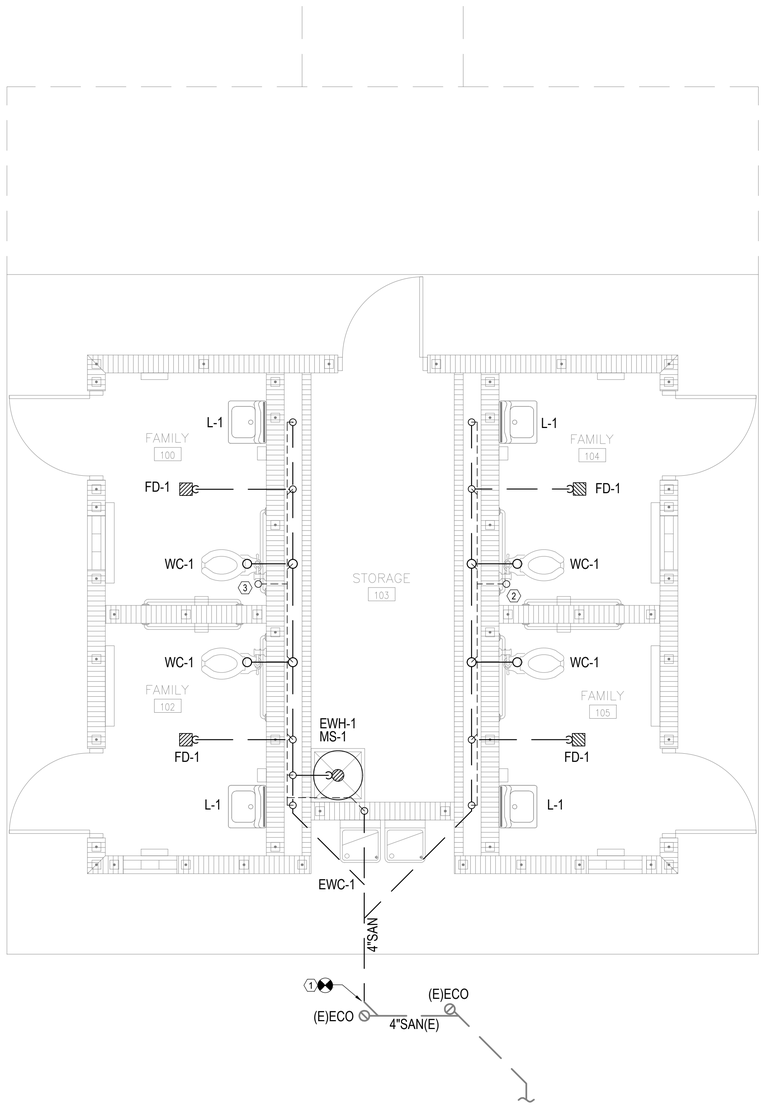

SANITARY FLOOR PLAN
SCALE: 3/8" = 1'-0"
1 / P1.1
N

GENERAL PLAN NOTES:

1. COMPLETE AND WORKING PLUMBING SYSTEMS SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE - PLUMBING, 8TH EDITION AND AUTHORITY HAVING JURISDICTION.
2. VERIFY ALL EXISTING CONDITIONS AND UTILITY CONNECTION TIE-INS PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH ALL TRADES.
3. REFER TO RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.
4. MAINTAIN MINIMUM CLEARANCES AROUND ELECTRICAL PANELS. PIPING SHALL NOT BE ROUTED ABOVE ELECTRICAL PANELS.
5. BELOW SLAB PIPING SHALL BE COORDINATED TO AVOID STRUCTURAL FOOTINGS.

PLUMBING PLAN KEY NOTES:

1. CONNECT TO EXISTING 4" SANITARY BELOW GRADE. CONTRACTOR TO VERIFY EXISTING INVERT ELEVATION OF SANITARY MAIN PRIOR TO CONSTRUCTION.
2. 2"V UP TO 2"VTR.
3. 3"V UP TO 3"VTR.

GRAPHIC SCALE
12" 0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

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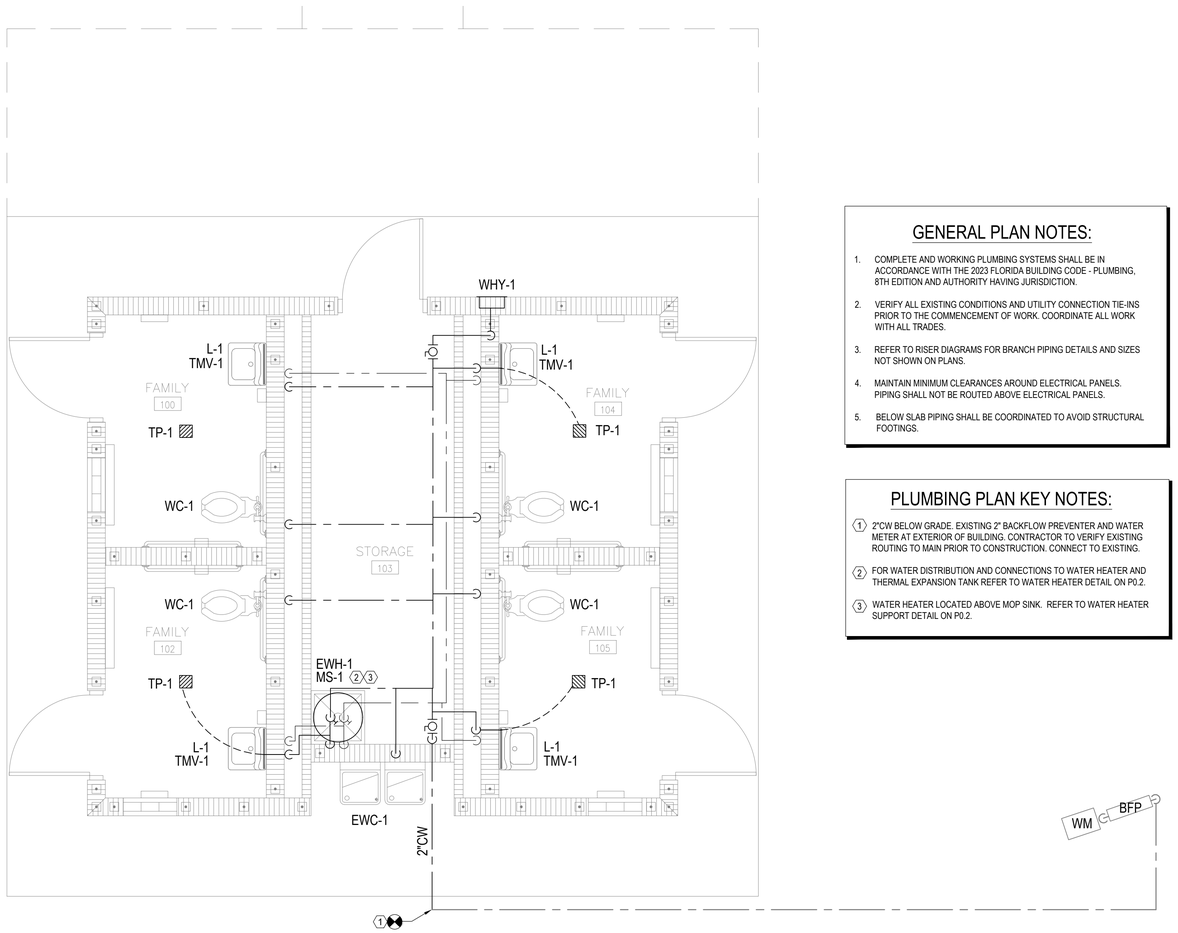
5950 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
SANITARY
FLOOR PLAN

MINDY N. O'NEAL
FL# 69779

SHEET # P1.1

PROJECT # 02354.30
DATE: 2.3.2025



DOMESTIC WATER FLOOR PLAN

1 / P1.2

SCALE: 3/8" = 1'-0"

N

GENERAL PLAN NOTES:

1. COMPLETE AND WORKING PLUMBING SYSTEMS SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE - PLUMBING, 8TH EDITION AND AUTHORITY HAVING JURISDICTION.
2. VERIFY ALL EXISTING CONDITIONS AND UTILITY CONNECTION TIE-INS PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH ALL TRADES.
3. REFER TO RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.
4. MAINTAIN MINIMUM CLEARANCES AROUND ELECTRICAL PANELS. PIPING SHALL NOT BE ROUTED ABOVE ELECTRICAL PANELS.
5. BELOW SLAB PIPING SHALL BE COORDINATED TO AVOID STRUCTURAL FOOTINGS.

PLUMBING PLAN KEY NOTES:

1. 2"CW BELOW GRADE. EXISTING 2" BACKFLOW PREVENTER AND WATER METER AT EXTERIOR OF BUILDING. CONTRACTOR TO VERIFY EXISTING ROUTING TO MAIN PRIOR TO CONSTRUCTION. CONNECT TO EXISTING.
2. FOR WATER DISTRIBUTION AND CONNECTIONS TO WATER HEATER AND THERMAL EXPANSION TANK REFER TO WATER HEATER DETAIL ON P0.2.
3. WATER HEATER LOCATED ABOVE MOP SINK. REFER TO WATER HEATER SUPPORT DETAIL ON P0.2.

GRAPHIC SCALE

12" 0 1' 2' 3' 4' 5' 6' 7'

3/8"=1'-0"

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REV #	ISSUES / REVISIONS	DATE

DRAWN BY: KMO
DESIGNED BY: MNO
REVIEWED BY: MNO

PROJECT TITLE AND ADDRESS

CITY OF PORT ORANGE
ALL CHILDREN'S PARK
RESTROOM BUILDING
5950 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE

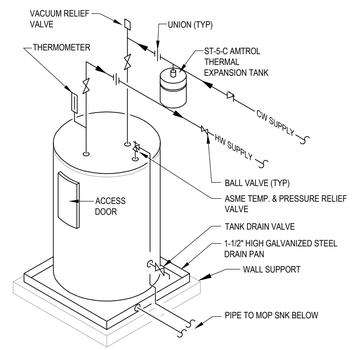
DOMESTIC WATER FLOOR PLAN

MINDY N. O'NEAL
FL# 69779

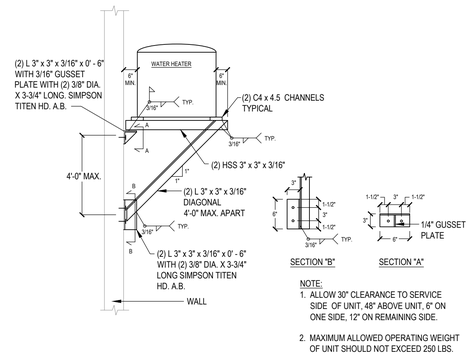
SHEET # P1.2

PROJECT # 02354.30

DATE: 2.3.2025

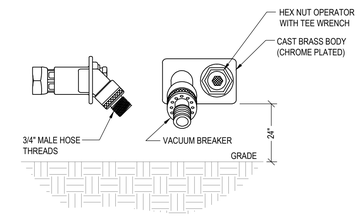


1 Water Heater Detail
SCALE: NOT TO SCALE

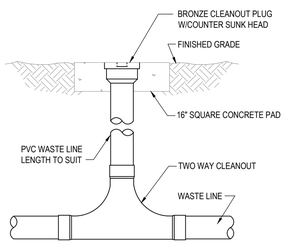


NOTE:
1. ALLOW 30" CLEARANCE TO SERVICE SIDE OF UNIT, 48" ABOVE UNIT, 6" ON ONE SIDE, 12" ON REMAINING SIDE.
2. MAXIMUM ALLOWED OPERATING WEIGHT OF UNIT SHOULD NOT EXCEED 250 LBS.

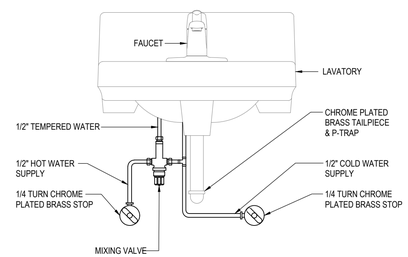
2 Water Heater Wall Support Detail
SCALE: NOT TO SCALE



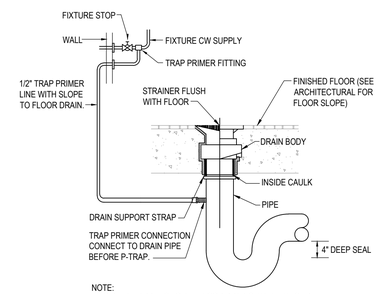
3 Wall Hydrant Detail
SCALE: NOT TO SCALE



4 External Cleanout Detail
SCALE: NOT TO SCALE

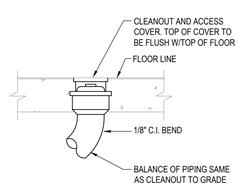


5 Tempering Valve Under Lav Detail
SCALE: NOT TO SCALE



NOTE:
THIS DETAIL APPLIES TO ALL FLOOR DRAINS. VALVE MUST BE ACCESSIBLE FOR INSPECTION AND REPAIR. PROVIDE ESCUTCHEONS AS SHOWN.

6 Under Sink/Lav Trap Primer Detail
SCALE: NOT TO SCALE



7 Floor Cleanout Detail
SCALE: NOT TO SCALE

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5950 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
PLUMBING DETAILS

MINDY N. O'NEAL
FL# 69779

SHEET # P5.1

PROJECT # 02354.30
DATE: 2.3.2025

GENERAL ELECTRICAL NOTES:

1. APPLICABLE CODES:
   - 8TH EDITION, FLORIDA BUILDING CODE - BUILDING (2023)
   - NFPA 70, NATIONAL ELECTRICAL CODE (2020)
2. IT IS THE INTENT OF THESE CONTRACT DRAWINGS TO PROVIDE A COMPLETE AND WORKABLE FACILITY.
3. DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE VERIFIED AT THE SITE. ADDITIONAL BENDS, OFFSETS, AND CONDUIT AS REQUIRED BY VERTICAL AND HORIZONTAL EQUIPMENT LOCATIONS OR OTHER JOB CONDITIONS, SHALL BE PROVIDED TO COMPLETE THE WORK AT NO ADDITIONAL COST TO THE OWNER.
4. EXCEPT WHERE SHOWN IN DIMENSIONAL DETAIL, THE LOCATIONS OF EQUIPMENT SHOWN ON PLANS ARE APPROXIMATE. COORDINATE FINAL LOCATIONS PRIOR TO ROUGH-IN.
5. ALL MATERIALS SHALL BE LISTED BY THE UNDERWRITER'S LABORATORIES, INC.
6. IN THE EVENT PLANS AND CODES CONFLICT, NOTIFY THE CONSTRUCTION MANAGER. MAKE NO CHANGES WITHOUT APPROVAL OF THE ENGINEER OF RECORD.
7. IN ACCORDANCE WITH NFPA 70, GROUND EXPOSED, NON CURRENT CARRYING METALLIC PARTS OF ELECTRICAL EQUIPMENT AND RACEWAY SYSTEMS.
8. EQUIPMENT SIZES INDICATED ARE MINIMUM. CONTRACTOR SHALL VERIFY ELECTRICAL REQUIREMENTS WITH EQUIPMENT PURCHASED PRIOR TO ROUGH-IN.
9. THE INSTALLATION SHALL BE ACCOMPLISHED BY SKILLED WORKERS WITH APPROPRIATE LICENSES.
10. CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE FOR REPAIR FOR ALL PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE SCOPE OF THIS WORK.
11. ALL BOLTS, NUTS, WASHERS, ETC. USED FOR GROUNDING AND BONDING CONNECTIONS SHALL BE SILICON BRONZE. CONTRACTOR SHALL UTILIZE CONNECTORS TO PREVENT GALVANIC ACTION.
12. ALL EXPOSED ELECTRICAL CONDUIT VULNERABLE TO MECHANICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL, UNLESS OTHERWISE NOTED. ALL OTHER CONDUIT INSIDE FACILITY SHALL BE ELECTRICAL METAL TUBE (EMT). CONDUITS SHALL BE SUPPORTED BY SUITABLE CLAMPS, HANGERS OR STRAPS TO PROVIDE A RIGID INSTALLATION.
13. CONDUIT SUPPORTS SHALL NOT BE FASTENED OR ATTACHED TO OTHER PIPES. PERFORATED STRAP HANGERS WILL NOT BE ALLOWED. EMPTY CONDUIT SHALL BE THOROUGHLY SWABBED OUT WITH DRY SWAB TO REMOVE MOISTURE AND DEBRIS BEFORE WIRE IS DRAWN IN. END OF CONDUIT SHALL BE TIGHTLY PLUGGED UNTIL WIRE IS PULLED. NO CONDUIT SHALL BE LOCATED TO IMPAIR THE STRENGTH OF STRUCTURAL MEMBERS. MAKE CHANGES IN DIRECTION OF RUNS WITH SYMMETRICAL BENDS. DO NOT INSTALL CRUSHED OR DEFORMED CONDUITS. AVOID TRAPPED CONDUITS. PREVENT PLASTER, DIRT, OR TRASH FROM LODGING IN CONDUIT, BOXES, FITTINGS. FREE CLOGGED CONDUITS OF OBSTRUCTIONS.
14. CONDUIT SHALL BE ROUTED AND INSTALLED IN A NEAT AND ORDERLY MANNER. WHERE EXPOSED, CONDUIT SHALL BE RUN PARALLEL AND PERPENDICULAR TO THE BUILDING STRUCTURE.
15. PROVIDE ARC-FLASH WARNING LABELS PER NEC 110.16.
16. PROVIDE LABELS FOR DISCONNECTING MEANS PER NEC 110.22.
17. PROVIDE LABELS FOR AVAILABLE FAULT CURRENT PER NEC 110.24. CONTRACTOR SHALL OBTAIN LETTER FROM UTILITY COMPANY STATING AVAILABLE FAULT CURRENT. FAULT CURRENT RATINGS OF EQUIPMENT SHALL BE VERIFIED WITH SHORT CIRCUIT ANALYSIS UPON RECEIPT OF FAULT CURRENT LETTER AND PRIOR TO PURCHASING EQUIPMENT.

ELECTRICAL ABBREVIATIONS

A	AMPERES
AFC	AVAILABLE FAULT CURRENT
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
C	CONDUIT
CU	COPPER
DS	DISCONNECT SWITCH
EXST	EXISTING
EF	EXHAUST FAN
ELEC	ELECTRICAL/ELECTRIC
EMT	ELECTRICAL METALLIC TUBING
EWC	ELECTRIC WATER COOLER
G	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GRC	GALVANIZED RIGID CONDUIT
JBOX	JUNCTION BOX
KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY
KCMIL	THOUSANDS OF CIRCULAR MILS
KVA	KILOVOLT-AMPERES
KW	KILOWATT
L	LENGTH
LED	LIGHT EMITTING DIODE
LFNC	LIQUID TIGHT FLEX NONMETALLIC CONDUIT
LTG	LIGHTING
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUG ONLY
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
PVC	POLYVINYL CHLORIDE
PWR	POWER
REC	RECEPTACLE
RGS	RIGID GALVANIZED STEEL
RMC	RIGID METAL CONDUIT
RSG	RIGID STEEL CONDUIT
TV	TELEVISION
TYP	TYPICAL
UL	UNDERWRITER'S LABORATORIES
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VD	VOLTAGE DROP
WH	WATER HEATER
WP	WEATHER PROOF
XFMR	TRANSFORMER

ELECTRICAL SHEET INDEX

E0.1	ELECTRICAL LEGEND & NOTES
E0.2	ELECTRICAL SPECIFICATIONS
E1.1	ELECTRICAL PLANS
E2.1	SCHEDULES & DIAGRAMS

ELECTRICAL LEGEND:

SYMBOL	LEGEND DESCRIPTION
TYPICAL LIGHTING FIXTURE DESIGNATIONS:	
A1	FIXTURE TYPE
a 1L1-1	CIRCUIT DESIGNATION
	SWITCH LEG
	LED LIGHT FIXTURE
	LED DOWNLIGHT
	EMERGENCY FIXTURE
	WALL MOUNTED LED LIGHT FIXTURE
	EXIT SIGN
$: $LV; $D; $M;	SWITCH: SINGLE; LOW VOLTAGE OVERRIDE; DIMMING; MOTOR RATED
OS	WALL MOUNTED OCCUPANCY SENSOR WITH DIMMING
OS	CEILING MOUNTED OCCUPANCY SENSOR WITH DIMMING
TC	DIGITAL TIMECLOCK. LIGHTING CONTROLS PER FBC C405.2
LC	CONTACTOR
	POWER PANELBOARD
	DISCONNECT SWITCH - UNFUSED
	DISCONNECT SWITCH - FUSED
E	EQUIPMENT CONNECTION
M	ELECTRICAL METER
1	KEY NOTE IDENTIFIER
	20A, DUPLEX RECEPTACLE
	20A, DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	20A, QUAD RECEPTACLE
	20A, QUAD RECEPTACLE MOUNTED ABOVE COUNTER
	20A, GFCI DUPLEX RECEPTACLE
WP	20A, GFCI DUPLEX RECEPTACLE WITH WEATHERPROOF IN-USE COVER
	20A, GFCI DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	20A, GFCI QUAD RECEPTACLE
	20A, GFCI DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
3#3/0, #3G, 2"C	CONDUIT SIZE
	GROUND CONDUCTOR SIZE
	QUANTITY AND SIZE OF CONDUCTORS

SYSTEMS LEGEND:

SYMBOL	LEGEND DESCRIPTION
	PROVISIONS FOR DATA OUTLET. PROVIDE 4" SQUARE BOX WITH SINGLE-GANG MUD RING AND 1" EMPTY CONDUIT WITH PULL STRING FROM BOX TO THE NEAREST ACCESSIBLE CEILING SPACE.
	PROVISIONS FOR DATA OUTLET. PROVIDE 4" SQUARE BOX WITH SINGLE-GANG MUD RING AND 1" EMPTY CONDUIT WITH PULL STRING FROM BOX TO THE NEAREST ACCESSIBLE CEILING SPACE. MOUNT ABOVE COUNTER.
	PROVISIONS FOR TELEPHONE OUTLET. PROVIDE 4" SQUARE BOX WITH SINGLE-GANG MUD RING AND 1" EMPTY CONDUIT WITH PULL STRING FROM BOX TO THE NEAREST ACCESSIBLE CEILING SPACE.

SECURITY LEGEND:

SYMBOL	LEGEND DESCRIPTION
C	PROVISIONS FOR SECURITY CAMERA. PROVIDE 4" SQUARE BOX WITH SINGLE-GANG MUD RING AND 1" EMPTY CONDUIT WITH PULL STRING FROM BOX TO THE NEAREST ACCESSIBLE CEILING SPACE.

DEVICE MOUNTING HEIGHTS

SWITCHES	48" AFF TO CENTERLINE OF DEVICE
RECEPTACLES	18" AFF TO CENTERLINE OF DEVICE
TELEPHONE / DATA OUTLET	SAME HEIGHT AS ADJACENT DEVICE
TELEVISION RECEPTACLE/OUTLET	60" AFF TO CENTERLINE OF DEVICE
ABOVE COUNTER DEVICES	48" AFF TO CENTERLINE OF DEVICE
EXTERIOR WALL RECEPTACLES	24" AFF TO BOTTOM OF DEVICE

COORDINATE FINAL LOCATIONS WITH OWNER PRIOR TO ROUGH-IN.

100% REVIEW DOCUMENTS
NOT FOR CONSTRUCTION 04/18/25

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DESIGNED BY: BKW
REVIEWED BY: BKW

PROJECT TITLE AND ADDRESS
CITY OF PORT ORANGE
ALL CHILDRENS PARK
RESTROOM BUILDING
5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
ELECTRICAL LEGEND & NOTES

BRIAN WILLIAMS
LICENSE #81366

SHEET # E0.1

PROJECT # 02354.30
DATE: 2.3.2025

ELECTRICAL SPECIFICATIONS

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 ACTION SUBMITTALS
- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE
- A. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRAWN COPPER CURRENT-CARRYING CONDUCTOR WITH AN OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 600 V OR LESS.
- B. STANDARDS: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE. ROHS COMPLIANT.
- C. CONDUCTORS: COPPER, COMPLYING WITH ASTM B 3 FOR BARE ANNEALED COPPER AND WITH ASTM B 8 FOR STRANDED CONDUCTORS.
- D. CONDUCTOR INSULATION: TYPE THHN AND TYPE THWN-2. COMPLY WITH UL 83.

2.2 CONNECTORS AND SPLICES
- A. DESCRIPTION: FACTORY-FABRICATED CONNECTORS AND SPLICES OF SIZE, AMPACITY RATING, MATERIAL, TYPE, AND CLASS FOR APPLICATION AND SERVICE INDICATED; LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS
- A. FEEDERS: COPPER; SOLID FOR NO. 10 AWG AND SMALLER; STRANDED FOR NO. 8 AWG AND LARGER.
- B. BRANCH CIRCUITS: COPPER. SOLID FOR NO. 10 AWG AND SMALLER; STRANDED FOR NO. 8 AWG AND LARGER.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS
- A. SERVICE ENTRANCE: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY
- B. FEEDERS: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY
- C. EXPOSED BRANCH CIRCUITS: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY

3.3 INSTALLATION OF CONDUCTORS AND CABLES
- A. CONCEAL CABLES IN FINISHED WALLS, CEILINGS, AND FLOORS UNLESS OTHERWISE INDICATED.
- B. IDENTIFY AND COLOR-CODE CONDUCTORS AND CABLES.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 BONDING AND EQUIPMENT GROUNDING
- A. ALL ELECTRICAL EQUIPMENT (METALLIC CONDUIT, PANELBOARDS, ETC.) SHALL BE BONDED TOGETHER WITH A GREEN INSULATED COPPER SYSTEM GROUNDING CONDUCTOR IN ACCORDANCE WITH SPECIFIC RULES OF ARTICLE 250 OF THE NEC EQUIPMENT GROUNDING CONDUCTORS THROUGH THE RACEWAY SYSTEM AND FROM PANEL GROUNDING BAR OF EACH PANELBOARD TO BRANCH CIRCUIT EQUIPMENT AND DEVICES.
- B. EQUIPMENT GROUNDING CONDUCTORS: ALL RACEWAYS SHALL HAVE AN INSULATED COPPER SYSTEM GROUND CONDUCTOR RUN THROUGHOUT THE ENTIRE LENGTH OF CIRCUIT INSTALLED WITHIN CONDUIT IN STRICT ACCORDANCE WITH NEC. GROUNDING CONDUCTOR SHALL BE INCLUDED IN TOTAL CONDUIT FILL WHEN DETERMINING CONDUIT SIZES, EVEN THOUGH NOT INCLUDED OR SHOWN ON DRAWINGS.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 EQUIPMENT GROUNDING
- A. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH ALL FEEDERS AND BRANCH CIRCUITS.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUBMITTALS
- A. FOR ALL PRODUCTS.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS
- A. METAL CONDUITS, TUBING, AND FITTINGS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
- B. GRC: COMPLY WITH ANSI C80.1 AND UL 6.
- C. EMT: COMPLY WITH ANSI C80.3 AND UL 797.
- D. FITTINGS FOR METAL CONDUIT: COMPRESSION TYPE, COMPLY WITH NEMA FB 1 AND UL 514B.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS
- A. LISTING AND LABELING: NONMETALLIC CONDUITS, TUBING, AND FITTINGS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
- B. RNC: TYPE EPC-40-PVC & EPC-80-PVC COMPLYING WITH NEMA TC 2 AND UL 651 UNLESS OTHERWISE INDICATED.
- C. FITTINGS FOR RNC: COMPLY WITH NEMA TC 3; MATCH TO CONDUIT OR TUBING TYPE AND MATERIAL.

2.3 BOXES, ENCLOSURES, AND CABINETS
- A. SHEET METAL OUTLET AND DEVICE BOXES: COMPLY WITH NEMA OS 1 AND UL 514A.
- B. CAST-METAL OUTLET AND DEVICE BOXES: COMPLY WITH NEMA FB 1, FERROUS ALLOY, TYPE FD, WITH GASKETED COVER.
- C. SMALL SHEET METAL PULL AND JUNCTION BOXES: NEMA OS 1.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION
- A. OUTDOORS:
  1. EXPOSED CONDUIT SUBJECT TO PHYSICAL DAMAGE: GRC, EPC-80-PVC.
  2. CONCEALED CONDUIT, ABOVEGROUND: GRC, IMC OR EMT.
  3. UNDERGROUND CONDUIT: RNC, TYPE EPC-40-PVC, EPC-80-PVC.
  4. BOXES AND ENCLOSURES, ABOVEGROUND: NEMA 250, TYPE 3R.
- B. INDOORS:
  1. EXPOSED, NOT SUBJECT TO SEVERE PHYSICAL DAMAGE: EMT.
  2. EXPOSED AND SUBJECT TO SEVERE PHYSICAL DAMAGE: GRC.
  3. CONCEALED IN CEILINGS AND INTERIOR WALLS AND PARTITIONS: EMT
  4. BOXES AND ENCLOSURES: NEMA 250, TYPE 1.
- C. MINIMUM RACEWAY SIZE: 1/2-INCH.

3.2 FIRESTOPPING
- A. INSTALL FIRESTOPPING AT PENETRATIONS OF FIRE-RATED FLOOR AND WALL ASSEMBLIES.

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 ACTION SUBMITTALS
- A. PRODUCT DATA: FOR EACH TYPE OF PANELBOARD.
- B. SHOP DRAWINGS: FOR EACH PANELBOARD AND RELATED EQUIPMENT.

1.2 WARRANTY
- A. MANUFACTURER'S WARRANTY: MANUFACTURER AGREES TO REPAIR OR REPLACE PANELBOARDS THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN 12 MONTHS FROM DATE OF SUBSTANTIAL COMPLETION.
- B. SPD WARRANTY: MANUFACTURER AGREES TO REPAIR OR REPLACE PANELBOARDS THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN 60 MONTHS FROM DATE OF SUBSTANTIAL COMPLETION.

PART 2 - PRODUCTS

2.1 PANELBOARDS
- A. MANUFACTURERS: SQUARE D, EATON, GENERAL ELECTRIC
- B. COMPLY WITH NEMA PB 1 AND NFPA 70.
- C. ENCLOSURES: SURFACE-MOUNTED, DEAD-FRONT CABINETS.
- D. PHASE, NEUTRAL, AND GROUND BUSES: COPPER
- E. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES SPECIFIED. TERMINATIONS SHALL ALLOW USE OF 75 DEG C RATED CONDUCTORS WITHOUT DERATING. LUGS SUITABLE FOR INDICATED CONDUCTOR SIZES, WITH ADDITIONAL GUTTER SPACE, IF REQUIRED, FOR LARGER CONDUCTORS.
- F. RATED FOR SERIES-CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES.
- G. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF PANELBOARDS, COMPLYING WITH UL 1449.

2.2 IDENTIFICATION
- A. PANELBOARD LABEL: MANUFACTURER'S NAME AND TRADEMARK, VOLTAGE, AMPERAGE, NUMBER OF PHASES, AND NUMBER OF POLES SHALL BE LOCATED ON THE INTERIOR OF THE PANELBOARD DOOR.
- B. CIRCUIT DIRECTORY: DIRECTORY CARD INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER. CIRCUIT DIRECTORY SHALL IDENTIFY SPECIFIC PURPOSE WITH DETAIL SUFFICIENT TO DISTINGUISH IT FROM ALL OTHER CIRCUITS.

PART 3 - EXECUTION

3.1 IDENTIFICATION
- A. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATE OWNER'S FINAL ROOM DESIGNATIONS.
- B. LABEL EACH PANELBOARD WITH A NAMEPLATE. INSTALL WARNING SIGNS AND ARC-FLASH LABEL.

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 ACTION SUBMITTALS
- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS
- A. WIRING DEVICES, COMPONENTS, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
- B. COMPLY WITH NFPA 70.
- C. DEVICES THAT ARE MANUFACTURED FOR USE WITH MODULAR PLUG-IN CONNECTORS MAY BE SUBSTITUTED UNDER THE FOLLOWING CONDITIONS:
  1. CONNECTORS SHALL COMPLY WITH UL 2459 AND SHALL BE MADE WITH STRANDING BUILDING WIRE.
  2. DEVICES SHALL COMPLY WITH THE REQUIREMENTS IN THIS SECTION.
- D. DEVICES FOR OWNER-FURNISHED EQUIPMENT:
  1. RECEPTACLES: MATCH PLUG CONFIGURATIONS.
  2. CORD AND PLUG SETS: MATCH EQUIPMENT REQUIREMENTS.
- E. SOURCE LIMITATIONS: OBTAIN EACH TYPE OF WIRING DEVICE AND ASSOCIATED WALL PLATE FROM SINGLE SOURCE FROM SINGLE MANUFACTURER.

2.2 STRAIGHT-BLADE RECEPTACLES
- A. DUPLEX CONVENIENCE RECEPTACLES: 125 V, 20 A; COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498, AND FS W-C-596.SEE "RESIDENTIAL DEVICES" ARTICLE FOR RESIDENTIAL GRADE, TAMPER RESISTANT RECEPTACLES; "USB CHARGER DEVICES" ARTICLE FOR TAMPER RESISTANT USB RECEPTACLES, AND "GFCI RECEPTACLES" ARTICLE FOR TAMPER RESISTANT GFCI RECEPTACLES.
- B. TAMPER-RESISTANT CONVENIENCE RECEPTACLES: 125 V, 20 A; COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498, AND FS W-C-596.

2.3 USB CHARGER DEVICES
- A. TAMPER-RESISTANT, USB CHARGER RECEPTACLES: 125 V, 20 A; COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498, UL 1310, AND FS W-C-596.
  1. DESCRIPTION: SINGLE-PIECE, RIVETLESS, NICKEL-PLATED, ALL-BRASS GROUNDING SYSTEM. NICKEL-PLATED, BRASS MOUNTING STRAP.
  2. USB RECEPTACLES: DUAL, TYPE A.
  3. LINE VOLTAGE RECEPTACLES: DUAL, TWO POLE, THREE WIRE, AND SELF-GROUNDING.

2.4 GFCI RECEPTACLES
- A. GENERAL DESCRIPTION:
  1. 125 V, 20 A, STRAIGHT BLADE, FEED THROUGH TYPE.
  2. COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498, UL 943 CLASS A, AND FS W-C-596.
  3. INCLUDE INDICATOR LIGHT THAT SHOWS WHEN THE GFCI HAS MALFUNCTIONED AND NO LONGER PROVIDES PROPER GFCI PROTECTION.

2.5 CORD AND PLUG SETS
- A. DESCRIPTION:
  1. MATCH VOLTAGE AND CURRENT RATINGS AND NUMBER OF CONDUCTORS TO REQUIREMENTS OF EQUIPMENT BEING CONNECTED.
  2. CORD: RUBBER-INSULATED, STRANDED-COPPER CONDUCTORS, WITH TYPE SOW-A JACKET; WITH GREEN-INSULATED GROUNDING CONDUCTOR AND AMPACITY OF AT LEAST 130 PERCENT OF THE EQUIPMENT RATING.
  3. PLUG: NYLON BODY AND INTEGRAL CABLE-CLAMPING JAWS. MATCH CORD AND RECEPTACLE TYPE FOR CONNECTION.

2.6 TOGGLE SWITCHES
- A. COMPLY WITH NEMA WD 1, UL 20, AND FS W-S-896.
- B. SWITCHES, 120/277 V, 20 A

2.7 WALL SWITCH SENSOR LIGHT SWITCH, DUAL TECHNOLOGY
- A. LEGRAND, LEVITON, PASS & SEYMOUR
- B. DESCRIPTION: SWITCHBOX-MOUNTED, COMBINATION LIGHTING-CONTROL SENSOR AND CONVENTIONAL SWITCH LIGHTING-CONTROL UNIT USING DUAL TECHNOLOGY.
  1. CONNECTIONS: PROVISIONS FOR CONNECTION TO BAS.
  2. CONNECTIONS: HARD WIRED.
  3. CONNECTIONS: WIRELESS.
  4. RATED 960 W AT 120-V AC FOR TUNGSTEN LIGHTING, 10 A AT 120-V AC OR 10 A AT 277-V AC FOR FLUORESCENT OR LED LIGHTING, AND 1/4 HP AT 120-V AC.
  5. INTEGRAL RELAY FOR CONNECTION TO BAS.
  6. ADJUSTABLE TIME DELAY OF 30 MINUTES.
  7. COMPLY WITH NEMA WD 1, UL 20, AND FS W-S-896.

2.8 WALL PLATES
- A. SINGLE AND COMBINATION TYPES SHALL MATCH CORRESPONDING WIRING DEVICES.
  1. PLATE-SECURING SCREWS: METAL WITH HEAD COLOR TO MATCH PLATE FINISH.
  2. MATERIAL FOR SPACES: SMOOTH, HIGH-IMPACT THERMOPLASTIC
  3. MATERIAL FOR DAMP LOCATIONS: THERMOPLASTIC WITH SPRING-LOADED LIFT COVER, AND LISTED AND LABELED FOR USE IN WET AND DAMP LOCATIONS.
- B. WET-LOCATION, WEATHERPROOF COVER PLATES: NEMA 250, COMPLYING WITH TYPE 3R, WEATHER-RESISTANT THERMOPLASTIC WITH LOCKABLE COVER.

2.9 FINISHES
- A. DEVICE COLOR:
  1. WIRING DEVICES CONNECTED TO NORMAL POWER SYSTEM: WHITE UNLESS OTHERWISE INDICATED OR REQUIRED BY NFPA 70 OR DEVICE LISTING.
- B. WALL PLATE COLOR: FOR PLASTIC COVERS, MATCH DEVICE COLOR.

PART 3 - EXECUTION

3.1 INSTALLATION
- A. CONDUCTORS:
  1. DO NOT STRIP INSULATION FROM CONDUCTORS UNTIL RIGHT BEFORE THEY ARE SPLICED OR TERMINATED ON DEVICES.
  2. STRIP INSULATION EVENLY AROUND THE CONDUCTOR USING TOOLS DESIGNED FOR THE PURPOSE. AVOID SCORING OR NICKING OF SOLID WIRE OR CUTTING STRANDS FROM STRANDED WIRE.
  3. THE LENGTH OF FREE CONDUCTORS AT OUTLETS FOR DEVICES SHALL MEET PROVISIONS OF NFPA 70, ARTICLE 300, WITHOUT PIGTAILS.
  4. EXISTING CONDUCTORS:
     a. CUT BACK AND PIGTAIL, OR REPLACE ALL DAMAGED CONDUCTORS.
     b. STRAIGHTEN CONDUCTORS THAT REMAIN AND REMOVE CORROSION AND FOREIGN MATTER.
     c. PIGTAILING EXISTING CONDUCTORS IS PERMITTED, PROVIDED THE OUTLET BOX IS LARGE ENOUGH.
- B. DEVICE INSTALLATION:
  1. REPLACE DEVICES THAT HAVE BEEN IN TEMPORARY USE DURING CONSTRUCTION AND THAT WERE INSTALLED BEFORE BUILDING FINISHING OPERATIONS WERE COMPLETE.
  2. KEEP EACH WIRING DEVICE IN ITS PACKAGE OR OTHERWISE PROTECTED UNTIL IT IS TIME TO CONNECT CONDUCTORS.
  3. DO NOT REMOVE SURFACE PROTECTION, SUCH AS PLASTIC FILM AND SMUDGE COVERS, UNTIL THE LAST POSSIBLE MOMENT.
  4. CONNECT DEVICES TO BRANCH CIRCUITS USING PIGTAILS THAT ARE NOT LESS THAN 6 INCHES (152 MM) IN LENGTH.
  5. WHEN THERE IS A CHOICE, USE SIDE WIRING WITH BINDING-HEAD SCREW TERMINALS. WRAP SOLID CONDUCTOR TIGHTLY CLOCKWISE, TWO-THIRDS TO THREE-FOURTHS OF THE WAY AROUND TERMINAL SCREW.
  6. USE A TORQUE SCREWDRIVER WHEN A TORQUE IS RECOMMENDED OR REQUIRED BY MANUFACTURER.
  7. WHEN CONDUCTORS LARGER THAN NO. 12 AWG ARE INSTALLED ON 15- OR 20-A CIRCUITS, SPLICE NO. 12 AWG PIGTAILS FOR DEVICE CONNECTIONS.
  8. TIGHTEN UNUSED TERMINAL SCREWS ON THE DEVICE.
  9. WHEN MOUNTING INTO METAL BOXES, REMOVE THE FIBER OR PLASTIC WASHERS USED TO HOLD DEVICE-MOUNTING SCREWS IN YOKES, ALLOWING METAL-TO-METAL CONTACT.
- C. RECEPTACLE ORIENTATION:
  1. INSTALL GROUND PIN OF VERTICALLY MOUNTED RECEPTACLES UP.
- D. DEVICE PLATES: DO NOT USE OVERSIZED OR EXTRA-DEEP PLATES. REPAIR WALL FINISHES AND REMOUNT OUTLET BOXES WHEN STANDARD DEVICE PLATES DO NOT FIT FLUSH OR DO NOT COVER ROUGH WALL OPENING.
- E. ARRANGEMENT OF DEVICES: UNLESS OTHERWISE INDICATED, MOUNT FLUSH, WITH LONG DIMENSION VERTICAL AND WITH GROUNDING TERMINAL OF RECEPTACLES ON TOP. GROUP ADJACENT SWITCHES UNDER SINGLE, MULTIGANG WALL PLATES.

3.2 GFCI RECEPTACLES
- A. INSTALL NON-FEED-THROUGH-TYPE GFCI RECEPTACLES WHERE PROTECTION OF DOWNSTREAM RECEPTACLES IS NOT REQUIRED

OPERATING AND MAINTENANCE MANUALS

1.1 ACTION SUBMITTALS
- A. OPERATING AND MAINTENANCE MANUALS SHALL BE PROVIDED TO OWNER UPON COMPLETION OF WORK.

100% REVIEW DOCUMENTS
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CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE
	..	..

DRAWN BY: BKW
DESIGNED BY: BKW
REVIEWED BY: BKW

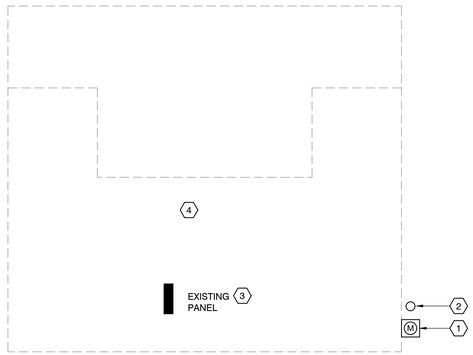
PROJECT TITLE AND ADDRESS
CITY OF PORT ORANGE
ALL CHILDRENS PARK
RESTROOM BUILDING
5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
ELECTRICAL SPECIFICATIONS

BRIAN WILLIAMS
LICENSE #81366

SHEET # E0.2

PROJECT # 02354.30 DATE: 2.3.2025



DEMOLITION PLAN
SCALE: 1/4"=1'-0"
1 / E1.1

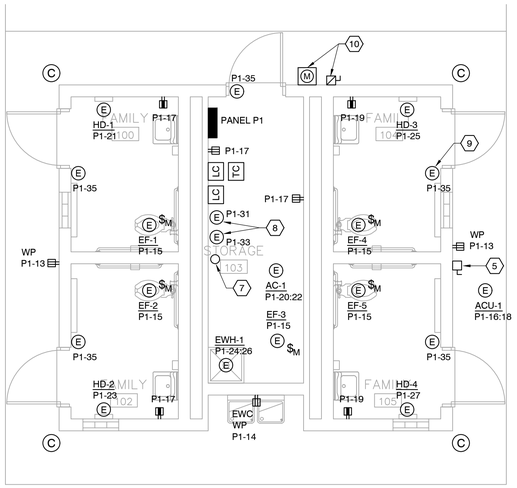
N

GENERAL NOTES:

1. COORDINATE ALL WORK WITH ELECTRICAL UTILITY COMPANY AND TELECOMMUNICATIONS PROVIDER PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE 2#12, 1#12G, 3/4"C FOR ALL 20A BRANCH CIRCUITS, UNLESS OTHERWISE NOTED.
3. CIRCUIT EMERGENCY FIXTURES AND EXIT SIGNS TO CIRCUIT SERVING SPACE. CIRCUIT AHEAD OF LOCAL SWITCHING.
4. COORDINATE FINAL LOCATIONS OF SECURITY CAMERAS WITH CITY OF PORT ORANGE IT DEPARTMENT.
5. CONDUIT AND CONDUCTORS SHALL MATCH EXISTING FOR ALL EXISTING CIRCUITS AND CONTROLS TO BE EXTENDED TO NEW LOCATIONS.

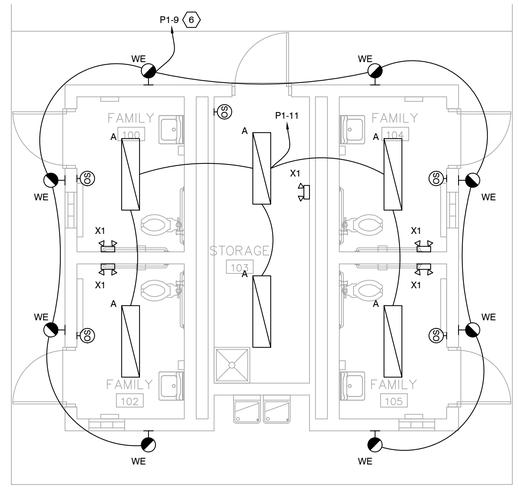
KEY NOTES:

1. EXISTING INCOMING ELECTRICAL SERVICE AND METER. INTERCEPT EXISTING SERVICE AND EXTEND TO NEW LOCATION.
2. EXISTING INCOMING TELECOMMUNICATIONS SERVICE. INTERCEPT EXISTING SERVICE AND EXTEND TO NEW LOCATION. CONDUIT SHALL MATCH EXISTING.
3. EXISTING 120/240V, 1Ø, 150A PANELBOARD TO BE REMOVED. ALL EXISTING CIRCUITS THAT EXIT BUILDING STRUCTURE SHALL REMAIN. EXTEND CIRCUITS TO NEW PANELBOARD LOCATION. CONDUIT AND CONDUCTORS SHALL MATCHE EXISTING. ALL OTHER CIRCUITS SHALL BE REMOVED.
4. REMOVE ALL EXISTING ELECTRICAL DEVICES, LIGHT FIXTURES, COMMUNICATION DEVICES, AND SECURITY DEVICES IN EXISTING STRUCTURE, UNLESS OTHERWISE NOTED.
5. DISCONNECT SWITCH SERVING MINI-SPLIT OUTDOOR UNIT.
6. CIRCUIT CONTROLLED VIA CONTACTOR.
7. STUB-UP LOCATION FOR EXTENDED TELECOMMUNICATIONS SERVICE.
8. CONNECTIONS FOR SECURITY AND ACCESS CONTROL CABINETS.
9. CONNECTION FOR ELECTRIC DOOR STRIKE, MOUNTED AT 48" AFF. IN ADDITION TO CIRCUIT INDICATED, PROVIDE 1" EMPTY CONDUIT WITH PULL STRING TO STORAGE ROOM 103. TYPICAL FOR 5 LOCATIONS.
10. SERVICE ENTRANCE DISCONNECT SWITCH AND METER.



ELECTRICAL PLAN
SCALE: 1/4"=1'-0"
2 / E1.1

N



LIGHTING PLAN
SCALE: 1/4"=1'-0"
3 / E1.1

N

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PORT ORANGE, FLORIDA

SHEET TITLE
ELECTRICAL PLANS

BRIAN WILLIAMS
LICENSE #81366

SHEET # E1.1

PROJECT # 02354.30
DATE: 2.3.2025

PANELBOARD: P1

V,P,W:240/120,1Ø,3W	RATING: 150A		
BUS MATERIAL: COPPER	TYPE: M.C.B.		MOUNTING: SURFACE
REMARKS:	BREAKER TYPE: BOLT-ON		ENCLOSURE: NEMA 1
	INT. RATING: 25 KAIC		LOCATION: STORAGE 103

CKT #	LOAD DESCRIPTION	CB P	CB TRIP	PHASE LOAD (VA) A		PHASE LOAD (VA) B		CB TRIP	CB P	LOAD DESCRIPTION	CKT #
1	EXISTING LOAD	2	20	1000	1000			20	2	EXISTING LOAD (PARKING LOT LTG)	2
3						1000	1000				4
5	EXISTING LOAD	2	20	1000	1000			20	2	EXISTING LOAD	6
7						1000	1000				8
9	LTG - EXTERIOR	1	20	24	1500			30	2	EXISTING LOAD (SPLASH PARK)	10
11	LTG - INTERIOR	1	20			246	1500				12
13	REC - EXTERIOR	1	20	360	1000			20	1	EXISTING LOAD (SPLASH PAD)	14
15	MTR - EF-1 - EF-5	1	20			125	1800	30	2	MTR - ACU-1	16
17	REC - 100, 102, 103	1	20	720	1800						18
19	REC - 104, 105	1	20			360	180	15	2	MTR - AC-1	20
* 21	MTR - HD-1	1	20	500	180						22
* 23	MTR - HD-2	1	20			500	1500	20	2	CONT - EWH-1	24
* 25	MTR - HD-3	1	20	500	1500						26
* 27	MTR - HD-4	1	20			500	600	20	1	REC - EWC	28
29	EQUP - TIMECLOCK	1	20	120	120			20	1	EXISTING LOAD (MISTERS)	30
31	EQUP - SECURITY CABINET	1	20			120		20	1	SPARE	32
33	EQUP - ACCESS CTRL CABINET	1	20	120				20	1	SPARE	34
35	EQUP - DOOR STRIKE	1	20			240		20	1	SPARE	36
37	SPARE	1	20					20	1	SPARE	38
39	SPARE	1	20					30	2	SURGE PROTECTIVE DEVICE	40
41	SPARE	1	20								42
CONNECTED LOAD=	24115 VA			12444		11671		DEMAND LOAD =		25933 VA	

PANEL: P1	REC	LTG/CONT.	HVAC/MTR	EQUP	LRG MTR
CONNECTED VA	2040	7270	14085	720	0
DEMAND FACTOR	NEC	125%	100%	100%	125%
DEMAND VA	2040	9088	14085	720	0
TOTAL CONNECTED AMPS:	100 A				
TOTAL DEMAND AMPS:	108 A				

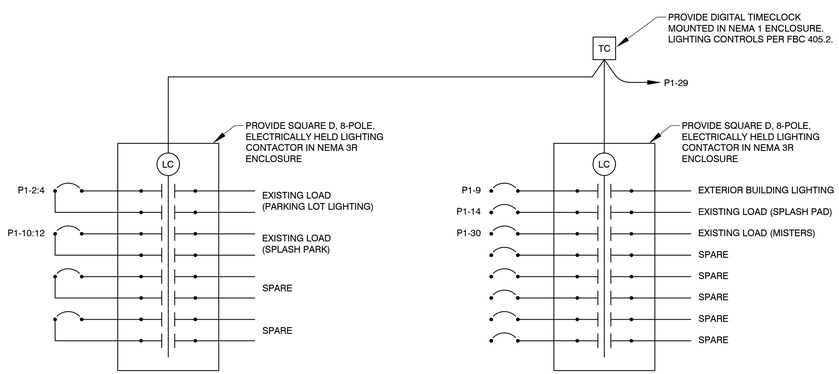
* PROVIDE LOCK OUT TAG OUT PROVISIONS.

EQUIPMENT CONNECTION SCHEDULE

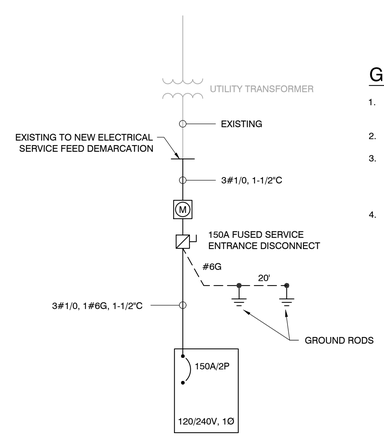
TAG	DESCRIPTION	VOLTAGE	PHASE	MCA	MOCP	CONDUIT AND WIRE	FED FROM	NOTES
AC-1	MINI-SPLIT INDOOR UNIT	240V	1	1	15	2#12, 1#12G, 3/4"C	P1-20:22	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
ACU-1	MINI-SPLIT OUTDOOR UNIT	240V	1	19	30	2#10, 1#10G, 3/4"C	P1-16:18	PROVIDE DISCONNECT SWITCH IN NEMA 3R ENCLOSURE.
EF-1	EXHAUST FAN	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-15	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
EF-2	EXHAUST FAN	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-15	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
EF-3	EXHAUST FAN	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-15	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
EF-4	EXHAUST FAN	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-15	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
EF-5	EXHAUST FAN	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-15	UNIT PROVIDED WITH FACTORY MOUNTED DISCONNECT SWITCH.
HD-1	HAND DRYER	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-21	
HD-2	HAND DRYER	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-23	
HD-3	HAND DRYER	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-25	
HD-4	HAND DRYER	120V	1	20	20	2#12, 1#12G, 3/4"C	P1-27	
EWH-1	ELECTRIC WATER HEATER	208V	1	16	20	2#12, 1#12G, 3/4"C	P1-24:26	

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	CATALAG	VOLTAGE	WATTAGE	NOTES
A	4' SURFACE MOUNTED WRAPAROUND LED FIXTURE, 4800 LUMENS, 4000K CCT, 80 CRI, WHITE FINISH. BATTERY BACKUP.	LITHONIA #LBL4-4800LM-80CRI-40K-MIN10-GZT-MVOLT	120V	41W LED	
WE	WALL MOUNTED ARCHITECTURAL LED FIXTURE, 2000 LUMENS, 4000K CCT, 80 CRI, TEXTURED BLACK FINISH. BATTERY BACKUP.	LITHONIA #WDGE1-P2-40K-80CRI-VF-MVOLT-E4WH-DBLBXD	120V	4W LED	WALL MOUNT AT 8'-4" ABOVE FINISHED FLOOR TO BOTTOM.
X1	EMERGENCY LIGHTING UNIT, WHITE HOUSING. BATTERY BACKUP.	LITHONIA #ELM2L	120V	1W LED	



CONTACTOR DIAGRAM
SCALE: NTS
1 / E2.1



SINGLE LINE DIAGRAM
SCALE: NOT TO SCALE
2 / E2.1

GENERAL NOTES:

1. ALL METER SOCKETS SHALL COMPLY WITH REQUIREMENTS OF ELECTRICAL POWER UTILITY COMPANY.
2. ALL METER SOCKETS SHALL HAVE LEVER BY-PASS.
3. ELECTRICAL CONTRACTOR SHALL PROVIDE A DURABLE SIGN OR PLAQUE AT THE MAIN STATING THE AVAILABLE FAULT CURRENT, AND DATE OF THE CALCULATION PER NEC 110.24 (A).
4. VOLTAGE DROP FOR FEEDERS AND BRANCH CIRCUITS COMBINED HAVE BEEN SIZED FOR A MAXIMUM OF 5% VOLTAGE DROP PER FBC-EC C405.5.3

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DRAWN BY: BKW
DESIGNED BY: BKW
REVIEWED BY: BKW

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ALL CHILDRENS PARK
RESTROOM BUILDING
5959 CENTRAL PARK BLVD.
PORT ORANGE, FLORIDA

SHEET TITLE
SCHEDULES & DIAGRAMS

BRIAN WILLIAMS
LICENSE #81366

SHEET # E2.1

PROJECT # 02354.30
DATE: 2.3.2025

SPECIFICATIONS

for

ALL CHILDREN'S PARK RESTROOM BUILDING

Project #02354.30

DJdesign Services, Inc.

ARCHITECTS & PLANNERS

913 North Nova Road
Holly Hill, FL 32117

(386) 255-6987 Phone
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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: All Children’s Park Restroom Building.

B. Owner: City of Port Orange.

1. Owner's Representative: Kevin Sweat.

C. Architect: DJdesign Services, Inc.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. Drawings and Specifications.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

C. General Conditions:
1. City of Port Orange, AIA Document A101.

1.4 PHASED CONSTRUCTION

A. Construction work in the building shall be done without disturbance to adjacent ongoing activities. Access shall remain unimpeded during construction.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except as otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in the proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

G. The owner shall reserve the right to remove contractor's personnel from jobsite who are deemed not to have the best interest of the owner.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Section:

1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A or similar form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. Certificates and qualification data, where applicable or requested.
   g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from Florida Building Code.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Requested substitution will not adversely affect Contractor's construction schedule.

c. Requested substitution has received necessary approvals of authorities having jurisdiction.
d. Requested substitution is compatible with other portions of the Work.
e. Requested substitution has been coordinated with other portions of the Work.
f. Requested substitution provides specified warranty.
g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed, unless otherwise indicated.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution will not adversely affect Contractor's construction schedule.
e. Requested substitution has received necessary approvals of authorities having jurisdiction.
f. Requested substitution is compatible with other portions of the Work.
g. Requested substitution has been coordinated with other portions of the Work.
h. Requested substitution provides specified warranty.
i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Requests for Information (RFIs).
   2. Owner/Architect/Contractor Project meetings. (OAC)

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

B. OAC: Owner, Architect and Contractor meetings held on a regular basis.

1.3 COORDINATION

A. Coordination: Contractor shall coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Drawing number and detail references, as appropriate.
9. Field dimensions and conditions, as appropriate.
10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
11. Contractor's signature.
12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.

1.5 PROJECT MEETINGS (OAC)

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of the date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meetings will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.

k. Preparation of record documents.
l. Use of the premises and existing building.
m. Work restrictions.
n. Working hours.
o. Owner's occupancy requirements.
p. Responsibility for temporary facilities and controls.
q. Procedures for moisture and mold control.
r. Procedures for disruptions and shutdowns.
s. Construction waste management and recycling.
t. Parking availability.
u. Office, work, and storage areas.
v. Equipment deliveries and priorities.
w. First aid.
x. Security.
y. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.

11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Field condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.
2. Two paper copies.

B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Daily Construction Reports: Submit at weekly intervals.

F. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by the Architect.

2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
3. Startup and Testing Time: Include not less than 15 days for startup and testing.

4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Work Restrictions: Show the effect of the following items on the schedule:

   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   f. Provisions for future construction.
   g. Seasonal variations.
   h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is 14or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify the first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with an updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post them in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include the time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
b. The contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of firm or entity that prepared submittal.
    g. Name of subcontractor.
    h. Name of supplier.
    i. Name of manufacturer.
    j. Number and title of appropriate Specification Section.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Related physical samples submitted directly.
    n. Other necessary identification.

F. Options: Identify options requiring selection by the Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include the same identification information as related submittal.

J. Resubmittals: Make resubmittals in the same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

   a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
3. Certificates and Certifications Submittals: Provide a statement that includes the signature of the entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

   a. Manufacturer's catalog cuts.

b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine the final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured, and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.

      1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

   a. PDF electronic file.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.

1. Submit subcontractor list in the following format:

a. PDF electronic file.
b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
c. List shall include the following trades:
Selective Demolition
Landscaping/Irrigations
Metal Stud Framing and Dry Wall
Acoustical Grid and Ceiling Tile
Millwork
Membrane Roofing and Accessories
Plumbing
HVAC
Electrical
Painting
Flooring
Concrete Placement and Finishing
Aluminum Storefront Systems
Rough Carpentry
Structural Steel Fabrications and Installation

J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If the criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed, and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Reviewed

2. Rejected

3. Submit Specific Item

4. Furnish as corrected.

5. Revise and Re-submit.

C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections:

1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. The use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of FIVE previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.

2. Main wind-force resisting system, or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce the required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce the required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy the qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

d. When testing is complete, remove test specimens, assemblies, mockups do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they are so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at the Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers

AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry

AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association

CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.

FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI

ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute

NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute

PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)

SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)

WIC Woodwork Institute of California
(Now WI)

WMMPA Wood Moulding & Millwork Producers Association

WSRCA Western States Roofing Contractors Association

WWPA Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO International Association of Plumbing and Mechanical Officials

ICC International Code Council

ICC-ES ICC Evaluation Service, Inc.

UBC Uniform Building Code
(See ICC)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

DOD Department of Defense

DOE Department of Energy

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FCC Federal Communications Commission

FDA Food and Drug Administration

GSA General Services Administration

HUD Department of Housing and Urban Development

LBL Lawrence Berkeley National Laboratory

NCHRP National Cooperative Highway Research Program

(See TRB)

NIST National Institute of Standards and Technology

OSHA Occupational Safety & Health Administration

PBS Public Buildings Service
(See GSA)

PHS Office of Public Health and Science

RUS Rural Utilities Service
(See USDA)

SD State Department

TRB Transportation Research Board

USDA Department of Agriculture

USPS Postal Service

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

ADAAG Americans with Disabilities Act (ADA)
Architectural Barriers Act (ABA)
Accessibility Guidelines for Buildings and Facilities
Available from U.S. Access Board

CFR Code of Federal Regulations
Available from Government Printing Office

DOD Department of Defense Military Specifications and Standards
Available from Department of Defense Single Stock Point

DSCC Defense Supply Center Columbus
(See FS)

FED-STD Federal Standard
(See FS)

FS Federal Specification
Available from Department of Defense Single Stock Point

Available from Defense Standardization Program

Available from General Services Administration

Available from National Institute of Building Sciences

FTMS Federal Test Method Standard
(See FS)

MIL (See MILSPEC)

MIL-STD (See MILSPEC)

MILSPEC Military Specification and Standards
Available from Department of Defense Single Stock Point

UFAS Uniform Federal Accessibility Standards
Available from Access Board

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

CBHF State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation

CCR California Code of Regulations

CPUC California Public Utilities Commission

TFS Texas Forest Service
Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Section:

1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit a request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered, unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered, unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. The architect's decision will be final on whether a proposed product matches.

    1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. The architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Recycling nonhazardous demolition and construction waste.
2. Disposing of nonhazardous demolition and construction waste.

B. Related Sections:

1. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Facilitate recycling and salvage of materials.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether the organization is tax exempt.

C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

E. Qualification Data: For waste management coordinator.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.7 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and the requirements of this Section. The plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate

quantities by weight or volume but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include a list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include a list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site off-site designated by Owner.
5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include a list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.

B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum 1-1/2-inch (38-mm) size.
2. Clean and stack undamaged, whole masonry units on wood pallets.

C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

D. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

G. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

H. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

I. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

J. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

K. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

D. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.

E. Disposal: Transport waste materials off Owner's property and legally dispose of them.

3.7 SAMPLE FORMS

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Sections:

1. Prepare operations and maintenance manuals.
2. Prepare Record Drawings, Record Specifications, and Record Product Data in paper and digital format.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. The architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that mu. be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

    a. PDF electronic file.
    b. Three paper copies, unless otherwise indicated. Architect will return two copies.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of the Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 017700

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

B. Pre-Demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Pre-Demolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

A. The owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

E. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

F. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

G. Storage or sale of removed items or materials on-site is not permitted.

H. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate, and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Engage a professional engineer to survey the condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.

G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering, and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until the work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
5. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.
2. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150:

a. Fly Ash: ASTM C 618,
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, graded, 1-inch (25-mm) nominal maximum coarse-aggregate size.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M and potable.

D. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.3 VAPOR RETARDERS

A. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

2.4 CONCRETE MIXTURES

A. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.50.
3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch (25-mm) nominal maximum aggregate size.
6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.
7. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd. (0.90 kg/cu. m).

PART 3 - EXECUTION

3.1 JOINTS

A. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.2 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces to be covered with a coating or covering material applied directly to concrete.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part Portland cement and one-part fine sand with a 1:1 mixture of bonding agent and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

3.3 FINISHING FLOORS AND SLABS

A. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish.

B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- (3.05-m-) long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm).

C. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.4 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units (CMU's).
2. Steel reinforcing bars.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For reinforcing steel. Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.3 QUALITY ASSURANCE

A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.

B. CMUs: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
2. Density Classification: Normal weight.

2.2 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of Portland cement and hydrated lime containing no other ingredients.

D. Aggregate for Mortar: ASTM C 144.

1. For joints, less than 1/4-inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.

E. Aggregate for Grout: ASTM C 404.

F. Water: Potable.

2.3 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Hot-dip galvanized, carbon steel.
3. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.

2.4 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.5 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use masonry cement or mortar cement mortar unless otherwise indicated.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.

1. For masonry below grade or in contact with earth, use Type S.
2. For reinforced masonry, use Type S.

D. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C 476, Table 1.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
2. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).

3.2 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets.

Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

C. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

3.3 MORTAR BEDDING AND JOINTING

A. Lay hollow CMUs as follows:

1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Lay solid masonry units with filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.4 MASONRY JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

1. Space reinforcement not more than 16 inches o.c.

B. Provide continuity at corners by using prefabricated L-shaped units.

3.5 REINFORCED UNIT MASONRY INSTALLATION

A. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

B. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.6 FIELD QUALITY CONTROL

A. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

3.7 REPAIRING, POINTING, AND CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
1. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

END OF SECTION 042200

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood furring.

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

2. For composite-wood products, documentation indicating that the product contains no urea formaldehyde.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Maximum Moisture Content: 19 percent.

B. Framing Other Than Non-Load-Bearing Interior Partitions: No. 2 grade and any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content of any species.

C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 or 3 grade; SPIB.
2. Eastern softwoods, No. 2 or 3 Common grade; NeLMA.
3. Northern species, No. 2 or 3 Common grade; NLGA.

2.5 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exterior, AC in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 316 Stainless Steel.

B. Power-Driven Fasteners: NES NER-272.

C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Do not splice structural members between supports, unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the Florida Building Code Latest Edition.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Roof sheathing.
2. Underlayment.
3. Sheathing joint-and-penetration treatment.
4. Flexible flashing at openings in sheathing.

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

A. Plywood: DOC PS 1.

2.2 PRESERVATIVE-TREATED PLYWOOD

A. Preservative Treatment by Pressure Process: AWPA C9.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.3 WALL SHEATHING

A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.

1. Type and Thickness: Regular, 1/2 inch (13 mm) thick.

2.4 ROOF SHEATHING

A. Plywood Roof Sheathing: Per Structural Drawings.

2.5 COMPOSITE NAIL BASE INSULATED ROOF SHEATHING

A. Oriented-Strand-Board-Surfaced, Polyisocyanurate-Foam Sheathing: Rigid, cellular, polyisocyanurate thermal insulation with oriented strand board laminated to one face complying with ASTM C 1289, Type V.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated on drawings.

2.7 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

A. Sheathing Tape for Glass-Mat Gypsum Sheathing Board: Self-adhering glass-fiber tape, of type recommended by sheathing and tape manufacturers.

B. Sheathing Tape for Foam-Plastic Sheathing: Tape recommended by sheathing manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Securely attach to substrate by fastening as indicated on structural drawings and complying with the Florida Building Code.

B. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that exclude exterior moisture.

C. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WEATHER-RESISTANT SHEATHING-PAPER INSTALLATION

A. General: Cover sheathing with weather-resistant sheathing paper as follows:

1. Cut back barrier 1/2 inch (13 mm) on each side of the break in supporting members at expansion- or control-joint locations.
2. Apply barrier to cover vertical flashing with a minimum 4-inch (100-mm) overlap, unless otherwise indicated.

B. Building Paper: Apply horizontally with a 2-inch (50-mm) overlap and a 6-inch (150-mm) end lap; fasten to sheathing with galvanized staples or roofing nails.

3.3 SHEATHING JOINT-AND-PENETRATION TREATMENT

A. Seal sheathing joints according to sheathing manufacturer's written instructions.

1. Apply elastomeric sealant to joints and fasteners and trowel flat. Seal other penetrations and openings.
2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing board joints and apply and trowel silicone emulsion sealant to embed tape in sealant. Apply sealant to exposed fasteners. Seal other penetrations and openings.

END OF SECTION 061600

SECTION 061753 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUBMITTALS

A. Shop Drawings: Show fabrication and installation details for trusses.
   1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 DIMENSION LUMBER

A. Lumber: DOC PS 20. Provide lumber that complies with the applicable rules of any rules writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Division 06 Section Rough Carpentry.

2.2 METAL PRODUCTS

A. Connector Plates: Fabricate connector plates to comply with TPI 1 from hot-dip galvanized steel sheet complying with ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 (Z180) coating designation; and not less than 0.036 inch (0.9 mm) thick.

B. Metal Truss Accessories: Provide truss accessories made from hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
   a. Simpson Strong-Tie Co., Inc.

END OF SECTION 061753

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Exterior standing and running trim.
2. Hardboard siding.

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

B. Samples: For each type of siding indicated.

1.3 QUALITY ASSURANCE

A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":

1. Exterior standing and running trim.
2. Exterior hardboard siding.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

B. Softwood Plywood: DOC PS 1.

C. Hardboard: Exterior Fiber-Cement (Medium Density) Vertical Siding.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process:

1. Lumber: AWPA C2. Kiln dry after treatment to a maximum moisture content of 19 percent.

2. Plywood: AWPA C9. Kiln dry after treatment to a maximum moisture content of 18 percent.
3. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
4. Application: All exterior lumber and plywood.

2.3 HARDBOARD SIDING

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. James Hardie.
2. Georgia-Pacific Corp.
3. Louisiana-Pacific Corporation.
4. Temple-Inland Inc.

C. Hardboard Siding: AHA A135.6, primed with manufacturer's standard exterior primer.
1. Type: 7/16-inch- (11-mm-) thick, square-edge flat panels; without grooves, board, and batten.
2. Texture: Wood grain.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prime lumber to be painted, including both faces and edges. Cut to required lengths and prime ends. Comply with requirements in Division 09 Section "Exterior Painting."

3.2 INSTALLATION, GENERAL

A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

3.3 SIDING INSTALLATION

A. Install siding to comply with manufacturer's written instructions.

B. Hardboard Siding: Install hardboard siding complying with AHA's "Recommended Basic Application and Painting Instructions for Hardboard Siding." Install panels with edges over framing or blocking. Leave 3/16-inch (5-mm) gap at perimeter, openings, and horizontal panel joints unless otherwise recommended by panel manufacturer.

1. Seal butt joints at inside and outside corners and at trim locations.
2. Conceal fasteners to greatest practical extent by placing in grooves of siding pattern or by concealing with applied trim or battens as detailed.

END OF SECTION 062013

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass-fiber blanket insulation.
2. Vapor retarders.
3. Closed-Cell Polyurethane Spray Foam.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product test reports.

C. Research/evaluation reports.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. CertainTeed Corporation.
2. Guardian Building Products, Inc.
3. Johns Manville.
4. Knauf Insulation.
5. Owens Corning.

B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

C. Polypropylene-Scrim-Kraft-Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type II (non-reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier).

D. Kraft-Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type II (non-reflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

E. Reinforced-Foil-Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.

F. Foil-Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (reflective faced), Class B (faced surface with a flame-propagation resistance of 0.12 W/sq. cm); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.

G. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide cross ventilation between insulated attic spaces and vented eaves.

2.2 VAPOR RETARDERS

A. Polyethylene Vapor Retarders: ASTM D 4397, 6 mils (0.15 mm) thick, with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).

B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.3 SPRAY FOAM

A. Spray applied rigid cellular polyurethane thermal insulation ASTM C1029.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.2 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

B. Glass-Fiber or Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
5. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
6. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:

    a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.
    b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

C. Spray-Applied Insulation: Apply spray-applied insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make flush with face of studs by using method recommended by insulation manufacturer.

D. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

1. Loose-Fill Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

3.3 INSTALLATION OF VAPOR RETARDERS

A. Place vapor retarders on side of construction indicated on Drawings. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives or other anchorage system as indicated. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

B. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs.

1. Fasten vapor retarders to wood framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches (406 mm) o.c.
2. Before installing vapor retarders, apply urethane sealant to flanges of metal framing including runner tracks, metal studs, and framing around door and window openings.

Seal overlapping joints in vapor retarders with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Seal butt joints with vapor-retarder tape. Locate all joints over framing members or other solid substrates.

3. Firmly attach vapor retarders to metal framing and solid substrates with vapor-retarder fasteners as recommended by vapor-retarder manufacturer.

C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.

D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

END OF SECTION 072100

SECTION 074113 - METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concealed-fastener, lap-seam metal roof panels.
   2. Standing-seam metal roof panels.

1.2 PERFORMANCE REQUIREMENTS

A. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.

B. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

   1. Uplift Rating: UL 90.

C. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592:

   1. Wind Loads: Determine loads based on the minimum design wind pressures indicated:
   2. Deflection Limits: Metal roof panel assemblies shall withstand wind, and snow loads with vertical deflections no greater than 1/180 of the span.

D. Energy Performance: Provide roof panels with initial solar reflectance not less than 0.40 <insert value> and emissivity not less than 0.85 when tested according to CRRC-1.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication and installation layouts of metal roof panels; details of edge conditions, side-seam and endlap joints, panel profiles, corners, anchorages, trim, flashings, closures, and accessories; and special details. Distinguish between factory- and field-assembled work.

C. Samples: Provide Architect with three (3) sets of samples prior to ordering materials.

D. Delegated-Design Submittal: For metal roof panel assembly indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.

E. Coordination Drawings: Roof plans, drawn to scale, based on input from installers of the items involved.

F. Manufacturer Certificates: Signed by manufacturer certifying that roof panels comply with energy performance requirements specified in "Performance Requirements" Article.

1. Submit evidence of meeting performance requirements.

G. Product test reports.

H. Field quality-control reports.

I. Maintenance data.

J. Warranties: Samples of special warranties.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Fire-Resistance Ratings: Where indicated, provide metal roof panels identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Combustion Characteristics: ASTM E 136.

C. Preinstallation Conference: Conduct conference at Project site.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace metal roof panel assemblies that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 20 years weather tightness warranty from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANEL MATERIALS

A. Aluminum Sheet: Coil-coated sheet, ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

1. Surface: Smooth, flat finish.
2. Exposed Coil-Coated Finish:
   a. 3-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat.

3. Concealed Finish: White or light-colored acrylic or polyester backer finish.

B. Panel Sealants:

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
2. Joint Sealant: ASTM C 920; as recommended in writing by metal roof panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.2 FIELD-INSTALLED THERMAL INSULATION

A. Refer to Division 07 Section "Thermal Insulation."

B. Faced, Polyisocyanurate Board Insulation: ASTM C 1289, Type V, oriented-strand-board facing, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, based on tests performed on unfaced core.
   1. Thermal Spacer Blocks: Fabricated from extruded polystyrene, 1 inch (25 mm) thick.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: 30 to 40 mils (0.76 to 1.0 mm) thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
3. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Carlisle Coatings & Waterproofing Inc., Div. of Carlisle Companies Inc.; CCW WIP 300HT.
   b. Grace Construction Products; a unit of Grace, W. R. & Co.; Ultra.
   c. Henry Company; Blueskin PE200 HT.
   d. Metal-Fab Manufacturing, LLC; MetShield.
   e. Owens Corning; WeatherLock Metal High Temperature Underlayment.

B. Felts: ASTM D 226, Type II (No. 30) Type I (No. 15), asphalt-saturated organic felts.

C. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips inside laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.
2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

    a. AEP-Span.
    b. Architectural Building Components.
    c. Architectural Metal Systems.
    d. Architectural Roofing and Siding, Inc.
    e. ATAS International, Inc.
    f. Berridge Manufacturing Company.
    g. CENTRIA Architectural Systems.
    h. Dimensional Metals, Inc.
    i. Englert, Inc.
    j. Fabral.
    k. IMETCO.
    l. MBCI; a division of NCI Building Systems, L. P.
    m. Merchant & Evans.
    n. Pac Clad.
    o. Petersen Aluminum Corporation.

3. Profile: Match existing roof.

4. Material: Aluminum sheet, 0.040 inch (1.02 mm) thick.

    a. Exterior Finish: 3-coat fluoropolymer.
    b. Color: Match existing roofs.

5. Clips: Floating to accommodate thermal movement.

    a. Material: Stainless steel.

6. Joint Type: As standard with manufacturer.

2.5 ACCESSORIES

A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

B. Flashing and Trim: Formed from same material as roof panels, prepainted with coil coating, minimum 0.018 inch (0.45 mm) thick. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.

C. Gutters: Formed from the same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2400-mm-) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches (900 mm) o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels.

D. Downspouts: Formed from the same material as roof panels. Fabricate in 10-foot- (3-m-) long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.

2.6 FABRICATION

A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Fabricate metal roof panel side laps with factory-installed captive gaskets or separator strips that provide a tight seal and prevent metal-to-metal contact, in a manner that will seal weathertight and minimize noise from movements within panel assembly.

D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Substrate Board: Install substrate boards over roof sheathing on entire roof surface. Attach with substrate-board fasteners.

1. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
2. Comply with UL requirements for fire-rated construction.

B. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.

3.2 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

B. Felt Underlayment: Apply at locations indicated on Drawings, in shingle fashion to shed water, and with lapped joints of not less than 2 inches (50 mm).

C. Apply slip sheet over underlayment before installing metal roof panels.

D. Install flashings to cover underlayment to comply with requirements specified in Division 07 Section "Sheet Metal Flashing and Trim."

3.3 THERMAL INSULATION INSTALLATION

A. Board Insulation: Extend insulation in thickness indicated to cover entire roof. Comply with installation requirements in Division 07 Section "Thermal Insulation."

1. Erect insulation and hold in place with Z-shaped furring members spaced 24 inches 600 mm o.c. Securely attach narrow flanges of furring members to roof deck with screws spaced 24 inches (600 mm) o.c.

3.4 METAL ROOF PANEL INSTALLATION

A. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.

1. Apply panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
2. Lap ribbed or fluted sheets one full rib corrugation.

3. Provide metal-backed neoprene or EPDM washers under heads of exposed fasteners bearing on weather side of metal roof panels.
4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
5. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
6. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
7. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps, and on side laps of nesting-type panels; on side laps of corrugated nesting-type, ribbed, or fluted panels; and elsewhere as needed to make panels weatherproof to driving rains.
8. At panel end splices, nest panels with minimum 6-inch (150-mm) end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.

B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.

3.5 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
2. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
3. Provide elbows at base of downspouts to direct water away from building.

3.6 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On

completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain a clean condition during construction.

END OF SECTION 074113

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets and counterflashing.
2. Formed roof drainage sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.

1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.

C. Samples: For each exposed product and for each finish specified.

D. Maintenance data.

E. Warranty: Sample special warranty.

1.3 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

B. Pre-installation Conference: Conduct conference at Project site.

1.4 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed; 2D (dull, cold rolled) finish.

2.2 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: Minimum 40 mils (1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C).
2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C).

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed with hex-washer head.

   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
   b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
   c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.4 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to the greatest extent possible.

1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

B. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant.

C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.

D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

F. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections.

Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.

B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.

1. Fabricate from the following materials:

a. Steel: 24 gauge (0.70 mm) thick.

C. Valley Flashing: Fabricate from the following materials:

1. Steel: 24 gauge (0.70 mm) thick.

D. Drip Edges: Fabricate from the following materials:

1. Steel: 24 gauge (0.70 mm) thick.

E. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:

1. Steel: 24 gauge (0.70 mm) thick.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
5. Install sealant tape where indicated.
6. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Coat back side of stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.

D. Fastener Sizes: Use fasteners of sizes that will penetrate metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Seal joints as shown and as required for watertight construction.

F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
2. Stainless-Steel Soldering: Tin edges of uncoated sheets using solder recommended for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.

1. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet (15.24 m) apart. Install expansion-joint caps.

C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.

D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

3.4 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.

C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.

D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with sealant.

E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric butyl sealant and clamp flashing to pipes that penetrate roof.

3.5 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.6 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 076200

SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof curbs.
2. Equipment supports.
3. Roof hatches.

1.2 SUBMITTALS

A. Product Data: For each type of roof accessory indicated.

B. Shop Drawings: For roof accessories.

C. Samples: For each exposed product and for each color and texture specified.

D. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items.

E. Operation and maintenance data.

F. Warranty: Sample special warranty.

1.3 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 METAL MATERIALS

A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.

1. Mill-Phosphatized Finish: Manufacturer's standard for field painting.
2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil (0.005 mm).

2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

B. Acrylic Glazing: ASTM D 4802, thermoformable, monolithic sheet, manufacturer's standard,

C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches (38 mm) thick.

D. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.

E. Sealants: As recommended by roof accessory manufacturer for installation indicated.

2.3 ROOF CURBS

A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints, stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following.

   a. AES Industries, Inc.
   b. Curbs Plus, Inc.
   c. Custom Solution Roof and Metal Products.
   d. Greenheck Fan Corporation.
   e. LM Curbs.
   f. Metallic Products Corp.
   g. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
   h. Pate Company (The).
   i. Roof Products, Inc.
   j. Safe Air of Illinois.
   k. Thybar Corporation.
   l. Vent Products Co., Inc.

B. Material: Zinc-coated (galvanized) steel sheet, 0.052 inch (1.32 mm) thick.

1. Finish: Factory prime coating.
2. Color: As selected by Architect from manufacturer's full range.

C. Construction:

1. Insulation: Factory insulated with 1-1/2-inch- (38-mm-) thick glass-fiber board insulation.

2. Liner: Same material as curb, of manufacturer's standard thickness and finish.
3. Factory-installed wood nailer at top of curb, continuous around curb perimeter.
4. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
5. Fabricate curbs to minimum height of 12 inches (300 mm) unless otherwise indicated.
6. Top Surface: Level around perimeter with roof slope accommodated by sloping the deck-mounting flange.
7. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
8. Security Grille: Provide where indicated.

2.4 ROOF HATCH

A. Roof Hatches: Metal roof-hatch units with lids and insulated double-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. AES Industries, Inc.
b. Babcock-Davis.
c. Bilco Company (The).
d. Bristolite Skylights.
e. Custom Solution Roof and Metal Products.
f. Dur-Red Products.
g. Hi Pro International, Inc.
h. J. L. Industries, Inc.
i. Metallic Products Corp.
j. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
k. Naturalite Skylight Systems; Vistawall Group (The).
l. Nystrom.
m. O'Keeffe's Inc.
n. Pate Company (The).
o. Precision Ladders, LLC.

B. Type and Size: Single-leaf lid, 30 by 36 inches (750 by 900 mm).

C. Loads: Minimum 40-lbf/sq. ft. (1.9-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.

D. Hatch Material: Zinc-coated (galvanized) steel sheet, 0.079 inch (2.01 mm) thick.

1. Finish: Factory prime coating.
2. Color: As selected by Architect from manufacturer's full range.

E. Construction:

1. Insulation: Polyisocyanurate board.
2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
3. Hatch Lid: Glazed, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
4. Curb Liner: Manufacturer's standard, of same material and finish as metal curb.
5. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
6. Fabricate curbs to minimum height of 12 inches (300 mm) unless otherwise indicated.

F. Hardware: Galvanized-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.

1. Provide two-point latch on lids larger than 84 inches (2130 mm).
2. Provide remote-control operation.

G. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.

H. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder. Post locks in place on full extension; release mechanism returns post to closed position.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.

1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.

C. Seal joints with sealant as required by roof accessory manufacturer.

3.2 REPAIR AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.

B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Division 09 painting Sections.

C. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Warranties.

1.3 QUALITY ASSURANCE

1.4 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing

according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant Neutral-Curing Silicone Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. BASF Building Systems.
   b. Dow Corning Corporation.
   c. GE Advanced Materials - Silicones.
   d. May National Associates, Inc.
   e. Pecora Corporation.
   f. Polymeric Systems, Inc.
   g. Schnee-Morehead, Inc.
   h. Sika Corporation; Construction Products Division.
   i. Tremco Incorporated.

2. Type: Single component (S).
3. Grade: Pourable (P) or non-sag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Traffic (T) or Non-traffic (NT).

2.3 JOINT SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form

smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Other joints as indicated.

2. Joint Sealant: Silicone.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

   a. Construction joints in cast-in-place concrete.
   b. Control and expansion joints in unit masonry.
   c. Joints in exterior insulation and finish systems.
   d. Perimeter joints between materials listed above and frames of doors and louvers.

2. Joint Sealant: Silicone.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:

   a. Isolation joints in cast-in-place concrete slabs.

2. Joint Sealant: Silicone.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints of exterior openings where indicated.
   c. Vertical joints on exposed surfaces of interior unit masonry walls and partitions.
   d. Perimeter joints between interior wall surfaces and frames of interior doors.
2. Joint Sealant: Silicone.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Sealant Location:

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.

2. Joint Sealant: Silicone.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard hollow metal doors and frames.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

1.3 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Amweld Building Products, LLC.
2. Benchmark; a division of Therma-Tru Corporation.
3. Ceco Door Products; an Assa Abloy Group company.
4. Curries Company; an Assa Abloy Group company.
5. Deansteel Manufacturing Company, Inc.
6. Firedoor Corporation.
7. Fleming Door Products Ltd.; an Assa Abloy Group company.
8. Kewanee Corporation (The).
9. Security Metal Products Corp.
10. Steelcraft; an Ingersoll-Rand company.
11. Spartan Doors/Frames; Tell Manufacturing.

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS, Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, CS, Type B.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) metallic coating.

D. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.

G. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat.

2.3 STANDARD HOLLOW METAL DOORS

A. General: Comply with ANSI/SDI A250.8.

1. Design: Flush panel.
2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core.
3. Top and Bottom Edges: Closed with flush or inverted 0.042-inch- (1.0-mm-) thick, end closures or channels of same material as face sheets.
4. Tolerances: SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

B. All Doors: Face sheets fabricated from metallic-coated steel sheet. Comply with ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:

1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).

C. Hardware Reinforcement: ANSI/SDI A250.6.

2.4 STANDARD HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8.

B. All Frames: Fabricated from metallic-coated steel sheet.

1. Fabricate frames with mitered or coped corners.
2. Fabricate frames as face welded unless otherwise indicated.
3. Frames for Level 2 Steel Doors: 0.053-inch- (1.3-mm-) thick steel sheet.

C. Hardware Reinforcement: ANSI/SDI A250.6.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (50 mm) wide by 10 inches (250 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
3. Floor Anchors: Formed From same materials as frames, not less than 0.042 inch (1.0 mm) thick. Monolithic Concrete Slabs: Chip-type anchors, with two holes to receive fasteners.
4. Post installed Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

2.6 LOUVERS

A. Provide sight proof louvers for, where indicated, that comply with SDI 111C, with blades or baffles formed of 0.020-inch- (0.5-mm-) thick, cold-rolled steel sheet set into 0.032-inch- (0.8-mm-) thick steel frame.

2.7 FABRICATION

A. Tolerances: Fabricate hollow metal work to tolerances indicated in SDI 117.

B. Hollow Metal Doors:

1. Exterior Doors: Provide weep-hole openings in bottom of exterior doors. Seal joints in top edges of doors against water penetration.

C. Hollow Metal Frames: Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.

2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
        1) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
    b. Post installed Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.

4. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers.

    a. Single-Door Frames: Three door silencers.

D. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-templated, mortised and surface-mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

2.8 STEEL FINISHES

A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.

1. Shop Primer: ANSI/SDI A250.10.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hollow Metal Frames: Comply with ANSI/SDI A250.11.

1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    b. Install frames with removable glazing stops located on secure side of opening.
    c. Install door silencers in frames before grouting.

d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
e. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
f. Field apply bituminous coating to backs of frames that are filled with grout containing anti-freezing agents.

2. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
3. In-Place Concrete or Masonry Construction: Secure frames in place with post installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
4. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

a. Squareness: Plus, or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
b. Alignment: Plus, or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
c. Twist: Plus, or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus, or minus 1/16 inch (1.6 mm), measured at jambs at floor.

B. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim, as necessary.

1. Non-Fire-Rated Standard Steel Doors:

a. Jambs and Head: 1/8 inch (3 mm) plus or minus 1/16 inch (1.6 mm).
b. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch (9.5 mm).
c. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch (19 mm).

3.2 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

B. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

C. Metallic-Coated Surfaces: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Commercial door hardware.
2. Cylinders for doors specified in other Sections.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Details of electrified door hardware, including wiring diagrams.

C. Other Action Submittals:

1. Door Hardware Sets: Prepared by or under the supervision of Installer, detailing fabrication, and assembly of door hardware, as well as procedures and diagrams.

a. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
b. Content: Include the following information:

1) Identification number, location, hand, fire rating, and material of each door and frame.
2) Type, style, function, size, quantity, and finish of each door hardware item. Include description and function of each lockset and exit device.
3) Complete designations of every item required for each door or opening including name and manufacturer.
4) Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by lock manufacturer.

1. Installer's responsibilities include supplying and installing door hardware and providing a qualified Architectural Hardware Consultant available during the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

B. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.5 COORDINATION

A. Templates: Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.6 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Substantial Completion, except as follows:
   a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in this Section and door hardware sets indicated in door and frame schedule.

1. Door Hardware Sets: Provide quantity, item, size, finish, or color indicated, and named manufacturers' products.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Sets" Article. Products are identified by using door hardware designations, as follows:

1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Sets" Article.
2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

2.2 HINGES, GENERAL

A. Template Requirements: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.

B. Hinge Base Metal: Unless otherwise indicated, provide the following:

1. Exterior Hinges: Stainless steel, with stainless-steel pin.

C. Nonremovable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for outswinging exterior doors.

D. Fasteners: Comply with the following:

1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.

2.3 HINGES

A. Butts and Hinges: BHMA A156.1.

B. Template Hinge Dimensions: BHMA A156.7.

C. Available Manufacturers:

1. Baldwin Hardware Corporation (BH).
2. Bommer Industries, Inc. (BI).
3. Cal-Royal Products, Inc. (CRP).
4. Hager Companies (HAG).
5. Lawrence Brothers, Inc. (LB).
6. McKinney Products Company; an ASSA ABLOY Group company (MCK).
7. PBB, Inc. (PBB).
8. Stanley Commercial Hardware; Div. of The Stanley Works (STH).

2.4 LOCKS AND LATCHES, GENERAL

A. Accessibility Requirements: Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22 N).

B. Lock Trim:

1. Levers: Schlage ND Tubular or similar.
2. Dummy Trim: Match lever lock trim and escutcheons.

C. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors.

D. Backset: 2-3/4 inches (70 mm), unless otherwise indicated.

E. Strikes: Manufacturer's standard strike with strike box for each latch bolt or lock bolt, with curved lip extended to protect frame, finished to match door hardware set.

2.5 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: Function numbers and descriptions indicated in door hardware sets comply with the following:

1. Bored Locks: BHMA A156.2.

B. Bored Locks: BHMA A156.2, Grade 1; Series 4000.

1. Available Manufacturers:

a. Arrow USA; an ASSA ABLOY Group company (ARW).
b. Best Access Systems; Div. of The Stanley Works (BAS).
c. Cal-Royal Products, Inc. (CRP).
d. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company (CR).
e. Falcon Lock; an Ingersoll-Rand Company (FAL).
f. Marks USA (MKS).
g. Medeco Security Locks, Inc.; an ASSA ABLOY Group company (MED).
h. PDQ Manufacturing (PDQ).
i. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT).
j. Schlage Commercial Lock Division; an Ingersoll-Rand Company (SCH).
k. Security Door Controls (SDC).
l. Weiser Lock; a Masco Company (WEI).
m. Yale Commercial Locks and Hardware; an ASSA ABLOY Group company (YAL).

2.6 ACCESS CONTROL LOCKS AND LATCHES

A. Auxiliary Locks: BHMA A156.5, Grade 1.

1. Available Manufacturers:

a. Alarm Lock Trilogy.
b. Dormakaba E-Plex.
c. Schlage Commercial Lock Division; an Ingersoll-Rand Company (SCH).
d. Yale Commercial Locks and Hardware; an ASSA ABLOY Group company (YAL).

2.7 DOOR BOLTS

A. Bolt Throw: Comply with testing requirements for length of bolts required for labeled fire doors.

B. Dustproof Strikes: BHMA A156.16, Grade 1.

2.8 LOCK CYLINDERS

A. Standard Lock Cylinders: BHMA A156.5, Grade 1.

B. Cylinders: Manufacturer's standard tumbler type, constructed from brass or bronze, stainless steel, or nickel silver, and complying with the following:

1. Number of Pins: Five.

C. Permanent Cores: Manufacturer's standard; finish face to match lockset; with interchangeable cores.

D. Construction Keying: Comply with the following:

1. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
2. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

a. Furnish permanent cores to Owner for installation.

E. Manufacturer: Same manufacturer as for locks and latches.

2.9 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference into master key system.

2.10 OPERATING TRIM

A. Standard: BHMA A156.6.

B. Materials: Fabricate from stainless steel, unless otherwise indicated.

C. Available Manufacturers:

1. Burns Manufacturing Incorporated (BM).
2. Forms + Surfaces (FS).
3. Hager Companies (HAG).
4. Hiawatha, Inc. (HIA).
5. IVES Hardware; an Ingersoll-Rand Company (IVS).
6. Rockwood Manufacturing Company (RM).
7. Trimco (TBM).

2.11 CLOSERS

A. Accessibility Requirements: Comply with the following maximum opening-force requirements:

1. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.

B. Door Closers for Means of Egress Doors: Comply with NFPA 101. Door closers shall not require more than 30 lbf (133 N) to set door in motion and not more than 15 lbf (67 N) to open door to minimum required width.

C. Size of Units: Unless otherwise indicated, comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

D. Surface Closers: BHMA A156.4, Grade 1. Provide type of arm required for closer to be located on non-public side of door, unless otherwise indicated.

1. Available Manufacturers:

a. Arrow USA; an ASSA ABLOY Group company (ARW).
b. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company (CR).
c. DORMA Architectural Hardware; Member of The DORMA Group North America (DAH).
d. Dor-O-Matic; an Ingersoll-Rand Company (DOR).
e. LCN Closers; an Ingersoll-Rand Company (LCN).
f. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT).
g. Tell Manufacturing.
h. Yale Commercial Locks and Hardware; an ASSA ABLOY Group company (YAL).

2.12 PROTECTIVE TRIM UNITS

A. Size: 1-1/2 inches (38 mm) less than door width on push side and 1/2 inch (13 mm) less than door width on pull side, by height specified in door hardware sets.

B. Metal Protective Trim Units: BHMA A156.6; beveled top and 2 sides; fabricated from the following material:

1. Material: 0.050-inch- (1.3-mm-) thick stainless steel.
2. Available Manufacturers:

a. American Floor Products Co., Inc. (AFP).
b. Baldwin Hardware Corporation (BH).
c. Burns Manufacturing Incorporated (BM).
d. Don-Jo Mfg., Inc. (DJO).
e. Hager Companies (HAG).
f. Hiawatha, Inc. (HIA).
g. IPC Door and Wall Protection Systems, Inc.; Div. of InPro Corporation (IPC).
h. IVES Hardware; an Ingersoll-Rand Company (IVS).
i. Pawling Corporation (PAW).
j. Rockwood Manufacturing Company (RM).
k. Trimco (TBM).

2.13 STOPS AND HOLDERS

A. Stops and Bumpers: BHMA A156.16, Grade 1.

1. Provide floor stops for doors unless wall or other type stops are scheduled or indicated. Do not mount floor stops where they will impede traffic. Where floor or wall stops are not appropriate, provide overhead holders.

B. Combination Floor and Wall Stops and Holders: BHMA A156.8, Grade 1.

C. Silencers for Door Frames: BHMA A156.16, Grade 1; neoprene or rubber; fabricated for drilled-in application to frame.

2.14 DOOR GASKETING

A. Standard: BHMA A156.22.

B. General: Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

C. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

D. Gasketing Materials: ASTM D 2000 and AAMA 701/702.

2.15 THRESHOLDS

A. Standard: BHMA A156.21.

B. Accessibility Requirements: Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.

C. Thresholds for Means of Egress Doors: Comply with NFPA 101. Maximum 1/2 inch (13 mm) high.

2.16 FABRICATION

A. Base Metals: Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18. Do not furnish manufacturer's standard materials or forming methods if different from specified standard.

B. Fasteners: Provide screws according to commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

C. Finishes: BHMA A156.18, as indicated in door hardware sets.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Steel Doors and Frames: Comply with DHI A115 Series. Drill and tap doors and frames for surface-applied door hardware according to ANSI A250.6.

B. Mounting Heights: Mount door hardware units at heights indicated as follows unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

C. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."

E. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
2. Door Closers: Unless otherwise required by authorities having jurisdiction, adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.

END OF SECTION 087100

SECTION 088300 - MIRRORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following types of silvered flat glass mirrors:

1. Annealed monolithic glass mirrors.
2. Tempered glass mirrors qualifying as safety glazing.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Include mirror elevations, edge details, mirror hardware, and attachments to other work.

C. Samples:

1. Mirrors: 12 inches (300 mm) square, including edge treatment on two adjoining edges.
2. Mirror Clips: Full size.
3. Mirror Trim: 12 inches (300 mm) long.

D. Preconstruction test reports.

E. Maintenance data.

F. Warranty: Sample special warranty.

1.3 QUALITY ASSURANCE

A. Glazing Publications: Comply with GANA's "Glazing Manual" and "Mirrors, Handle with Extreme Care: Tips for the Professional on the Care and Handling of Mirrors."

B. Safety Glazing Products: For tempered mirrors, provide products complying with testing requirements in 16 CFR 1201 for Category II materials.

C. Preconstruction Mirror Mastic Compatibility Test: Submit mirror mastic products to mirror manufacturer for testing to determine compatibility of mastic with mirror backing and substrates on which mirrors are installed.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which mirror manufacturer agrees to replace mirrors that deteriorate within specified warranty period. Deterioration of mirrors is defined as

defects developed from normal use that are not attributed to mirror breakage or to maintaining and cleaning mirrors contrary to manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SILVERED FLAT GLASS MIRRORS

A. Glass Mirrors, General: ASTM C 1503; manufactured using copper-free, low-lead mirror coating process.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Arch Aluminum & Glass Co., Inc.
b. Avalon Glass and Mirror Company.
c. Binswanger Mirror; a division of Vitro America, Inc.
d. D & W Incorporated
e. Donisi Mirror Company.
f. Gardner Glass, Inc.
g. Gilded Mirrors, Inc.
h. Guardian Industries.
i. Head West.
j. Independent Mirror Industries, Inc.
k. Lenoir Mirror Company.
l. Maran-Wurzell Glass & Mirror.
m. National Glass Industries.
n. Stroupe Mirror Co., Inc.
o. Sunshine Mirror; Westshore Glass Corp.
p. Virginia Mirror Company, Inc.
q. Walker Glass Co., Ltd.

B. Tempered Clear Glass: Mirror Glazing Quality, for blemish requirements; and comply with ASTM C 1048 for Kind FT, Condition A, tempered float glass before silver coating is applied.

1. Nominal Thickness: 5.0 mm.

2.2 MISCELLANEOUS MATERIALS

A. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

B. Edge Sealer: Approved by mirror manufacturer.

C. Mirror Mastic: An adhesive setting compound, asbestos-free, produced specifically for setting mirrors.

D. Film Backing for Safety Mirrors: Film backing and pressure-sensitive adhesive; both compatible with mirror backing paint as certified by mirror manufacturer.

2.3 MIRROR HARDWARE

A. Top and Bottom Aluminum J-Channels: Aluminum extrusions with a return deep enough to produce a glazing channel to accommodate mirrors of thickness indicated and in lengths required to cover bottom and top edges of each mirror in a single piece.

1. Finish: Clear bright anodized.

B. Fasteners: Fabricated of same basic metal and alloy as fastened metal and matching it in finished color and texture where fasteners are exposed.

C. Anchors and Inserts: Provide devices as required for mirror hardware installation.

2.4 FABRICATION

A. Cutouts: Fabricate cutouts before tempering for notches and holes in mirrors without marring visible surfaces. Locate and size cutouts so they fit closely around penetrations in mirrors.

B. Mirror Edge Treatment: Flat polished. Seal edges of mirrors with edge sealer.

C. Film-Backed Safety Mirrors: Apply film backing with adhesive coating over mirror backing paint as recommended in writing by film-backing manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine substrates, over which mirrors are to be mounted, with Installer present, for compliance with installation tolerances, substrate preparation, and other conditions affecting performance of the Work.

1. Verify compatibility with and suitability of substrates, including compatibility of mirror mastic with existing finishes or primers.
2. Proceed with installation only after unsatisfactory conditions have been corrected and surfaces are dry.

B. Comply with mastic manufacturer's written installation instructions for preparation of substrates, including coating substrates with mastic manufacturer's special bond coating where applicable.

C. General: Install mirrors to comply with mirror manufacturer's written instructions and with referenced GANA publications. Mount mirrors accurately in place in a manner that avoids distorting reflected images.

D. Wall-Mounted Mirrors: Install mirrors with mastic and mirror hardware. Attach mirror hardware securely to mounting surfaces with mechanical fasteners installed with anchors or inserts as applicable. Install fasteners so heads do not impose point loads on backs of mirrors. Apply mastic to comply with mastic manufacturer's written instructions for coverage and to allow air circulation between back of mirrors and face of mounting surface.

E. Protect mirrors from breakage and contaminating substances resulting from construction operations.

F. Do not permit edges of mirrors to be exposed to standing water.

G. Maintain environmental conditions that will prevent mirrors from being exposed to moisture from condensation or other sources for continuous periods of time.

H. Wash exposed surface of mirrors not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash mirrors as recommended in writing by mirror manufacturer.

END OF SECTION 088300

SECTION 092400 - PORTLAND CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior portland cement plasterwork (stucco) on metal lath and.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show locations and installation of control and expansion joints including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For each type of factory-prepared finish coat indicated.

1.3 QUALITY ASSURANCE

A. Fire-Resistance Ratings: Where indicated, provide portland cement plaster assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

B. Sound-Transmission Characteristics: Where indicated, provide portland cement plaster assemblies identical to those of assemblies tested for STC ratings per ASTM E 90 and classified according to ASTM E 413 by a qualified testing agency.

C. Mockups: Before plastering, install mockups of at least 100 sq. ft. (9.3 sq. m) in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 PROJECT CONDITIONS

A. Comply with ASTM C 926 requirements.

PART 2 - PRODUCTS

2.1 METAL LATH

2.2 ACCESSORIES

A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Metal Accessories:

1. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 (Z180) zinc coating.
2. Cornerite: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
3. External-Corner Reinforcement: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
4. Cornerbeads: Fabricated from zinc.

    a. Small-nose style; use unless otherwise indicated.

5. Casing Beads: Fabricated from zinc; square-edged style; with expanded flanges.
6. Control Joints: Fabricated from zinc; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
7. Expansion Joints: Fabricated from zinc; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
8. Two-Piece Expansion Joints: Fabricated from zinc; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch (6.34 to 16 mm) wide; with perforated flanges.

2.3 MISCELLANEOUS MATERIALS

A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in portland cement plaster.

C. Bonding Compound: ASTM C 932.

D. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002, or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of no fewer than three exposed threads.

E. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.

2.4 PLASTER MATERIALS

A. Portland Cement: ASTM C 150, Type I.

1. Color for Finish Coats: Gray.

B. Masonry Cement: ASTM C 91, Type N.

1. Color for Finish Coats: Gray.

C. Plastic Cement: ASTM C 1328.

D. Colorants for Job-Mixed Finish Coats: Colorfast mineral pigments that produce finish plaster color.

E. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

F. Sand Aggregate: ASTM C 897.

1. Color for Job-Mixed Finish Coats: White.

G. Perlite Aggregate: ASTM C 35.

H. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Color: As selected by Architect from manufacturer's full range.

I. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

1. Color: As selected by Architect from manufacturer's full range.

2.5 PLASTER MIXES

A. General: Comply with ASTM C 926 for applications indicated.

B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:

1. Portland Cement Mixes:

a. Scratch Coat: For cementitious material, mix 1-part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
b. Brown Coat: For cementitious material, mix 1-part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

C. Job-Mixed Finish-Coat Mixes:

1. Portland Cement Mix: For cementitious materials, mix 1-part portland cement and 3/4 to 1-1/2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
2. Masonry Cement Mix: 1-part masonry cement and 1-1/2 to 3 parts aggregate.
3. Portland and Masonry Cement Mix: For cementitious materials, mix 1-part portland cement and 1-part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
4. Plastic Cement Mix: 1-part plastic cement and 1-1/2 to 3 parts aggregate.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.

B. Prepare solid substrates for plaster that are smooth or that do not have the suction capability required to bond with plaster according to ASTM C 926.

3.2 INSTALLATION, GENERAL

A. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.

B. Sound Attenuation Blankets: Where required, install blankets before installing lath unless blankets are readily installed after lath has been installed on one side.

C. Acoustical Sealant: Where required, seal joints between edges of plasterwork and abutting construction with acoustical sealant.

3.3 INSTALLING METAL LATH

A. Expanded-Metal Lath: Install according to ASTM C 1063.

1. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

3.4 INSTALLING ACCESSORIES

A. Install according to ASTM C 1063 and at locations indicated on Drawings.

B. Reinforcement for External Corners:

1. Install lath-type, external-corner reinforcement at exterior locations.
2. Install cornerbead at exterior locations.

C. Control Joints: Install control joints at locations indicated on Drawings.

1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:

a. Vertical Surfaces: 144 sq. ft. (13.4 sq. m).
b. Horizontal and other Nonvertical Surfaces: 100 sq. ft. (9.3 sq. m).

2. At distances between control joints of not greater than 18 feet (5.5 m) o.c.
3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
4. Where control joints occur in surface of construction directly behind plaster.
5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

3.5 PLASTER APPLICATION

A. General: Comply with ASTM C 926.

3.6 STUCCO REPAIRS

A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 092400

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Exterior gypsum board for walls, ceilings, and soffits.

2. Tile backing panels.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

PART 2 - PRODUCTS

2.1 EXTERIOR GYPSUM BOARD FOR WALLS, CEILINGS AND SOFFITS

A. Exterior Gypsum Soffit Board: ASTM C 931/C 931M or ASTM C 1396/C 1396M, with manufacturer's standard edges.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. American Gypsum Co.
   b. BPB America Inc.
   c. G-P Gypsum.
   d. Lafarge North America Inc.
   e. National Gypsum Company.
   f. PABCO Gypsum.
   g. Temple.
   h. USG Corporation.

3. Core: 5/8 inch (15.9 mm), Type X.

2.2 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

3.2 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.

    a. Primer and its application to surfaces are specified in other Division 09 Sections.

E. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

3.3 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet, or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 096723-RESINOUS FLOORING

PART 1 – GENERAL

1.2 SUMMARY

A. This section includes the following:

1. Resinous flooring system as shown on the drawings and in schedules.

1.3 SYSTEM DESCRIPTION

A. The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with decorative quartz aggregate broadcast and Epoxy broadcast and topcoats.
B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
C. Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

1.4 SUBMITTALS

A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
C. Samples: A 3 x 3-inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

1.5 QUALITY ASSURANCE

A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.
C. A pre-installation conference shall be held between Applicator, General Contractor, and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping
   1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection

   1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.

1.7 PROJECT CONDITIONS

A. Site Requirements

1. Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.

B. Conditions of new concrete to be coated with cementitious urethane material.

1. Concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
2. Concrete shall have a flat rubbed finish, float, or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable).
3. Sealers and curing agents should not be used.
4. Concrete shall have minimum design strength of 3.500 psi. and a maximum water/cement ratio of 0.45
5. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system.

PART 2 – PRODUCTS

2.1 FLOORING

A. Dur-A-Flex, Inc, Hybri-Flex EQ (self leveling broadcast quartz), epoxy/aliphatic urethane topcoat seamless flooring system.

1. System Materials:
   a. Topping: Dur-A-Flex, Inc, Poly-Crete MD resin, hardener, and SL aggregate.
   b. The broadcast aggregate shall be Dur-A-Flex, Inc. Q28 or Q11 quartz aggregate.
   c. Broadcast: Dur-A-Flex, Inc. Dur-A-Glaze #4, epoxy based two-component resin.
   d. Grout coat: Dur-A-Flex, Inc Dur-A-Glaze #4, epoxy-based, two-component resin.
   e. Top coat: Dur-A-Flex, Inc. Armor Top aliphatic urethane two-component resin.

2. Patch Materials
   a. Shallow Fill and Patching: Use Dur-A-Flex, Inc. Poly-Crete MD (up to ¼ inch).
   b. Deep Fill and Sloping Material (over ¼ inch): Use Dur-A-Flex, Inc. Poly-Crete WR.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.

1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
   a. Perform anhydrous calcium chloride test ASTM F 1869-98. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 20 lbs/1,000 sf/24 hrs.
   b. Perform relative humidity test using is situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement.
   c. If the vapor drive exceeds 99% relative humidity or 20 lbs/1,000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
3. Mechanical surface preparation
   a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings, hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
   b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
   c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4-inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
   d. Cracks and joints (non-moving) greater than 1/8-inch-wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
4. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufactures recommendations.

3.3 APPLICATION

A. General

1. The system shall be applied in five distinct steps as listed below:
   a. Substrate preparation
   b. Topping/overlay application with quartz aggregate broadcast.
   c. Resin application with quartz aggregate broadcast.
   d. Topcoat application
   e. Second topcoat application.
2. Immediately prior to the application of any component of the system, the surface shall be dry, and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Topping

1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
2. The topping shall be comprised of three components, a resin, hardener, and filler as supplied by the Manufacturer.
3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
4. The topping shall be applied over horizontal surfaces using ½ inch “v” notched squeegee, trowels or other systems approved by the Manufacturer.
5. Immediately upon placing, the topping shall be degassed with a loop roller.
6. Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf.
7. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

C. Broadcast

1. The broadcast coat resin shall be applied at the rate of 90 sf/gal (Q28) or 50 sf/gal (Q11).
2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1-part hardener by volume and shall be thoroughly blended by mechanical means such as a high-speed paddle mixer.
3. Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf.
4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

D. Grout coat

1. The grout coat shall be squeegee applied with a coverage rate of 90 sf/gal (Q28) or 50 sf/gal (Q11).
2. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1-part hardener by volume and shall be thoroughly blended by mechanical means such as a high-speed paddle mixer.

3. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish.

E. Topcoat

1. The topcoat shall be roller applier with a coverage rate of 500 sf/gal.
2. The finished floor will have a nominal thickness of 1/4 inch.

3.5 CLEANING AND PROTECTION

A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

END OF SECTION 096723

SECTION 099110 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes surface preparation and field painting of exposed exterior and items and surfaces, including but not limited to soffit canopy, gable ends, stucco, exposed structural steel, awning window frames, steel doors and frames.

B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item, or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.2 SUBMITTALS

A. Product Data: For each paint system indicated. Include block fillers and primers.

B. Samples for Initial Selection: For each type of finish-coat material indicated.

C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.

1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

1.5 PROJECT CONDITIONS

A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).

B. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Benjamin Moore & Co. (Benjamin Moore). Basis-of-Design unless otherwise noted
2. Coronado Paint Company (Coronado). Basis of Design unless otherwise noted.
3. Devoe Coatings. (Devoe)

C. Coronado Paint Company will be shown in the specified systems. Products of manufacturer's listed above will be accepted meeting those specifications. Products of other manufacturer's not listed above shall not be accepted without written approval from the Architect.

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

C. Colors: As indicated by manufacturer's designations.

2.3 EXTERIOR PRIMERS

A. Exterior Concrete and Masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.

B. Exterior Ferrous-Metal Primer: Factory-formulated rust-inhibitive metal primer for exterior application.

C. Exterior non-ferrous or Galvanized Metal Primer: Factory-formulated galvanized metal primer for exterior application.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Power-wash concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.

4. Non-ferrous or Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Use only thinners approved by paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.

1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
10. Sand lightly between each succeeding enamel or varnish coat.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer over metal surfaces that have been shop primed and touchup painted.
3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special

attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by the manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

F. Mechanical items to be painted include, but are not limited to, the following:

1. Uninsulated metal piping.
2. Uninsulated plastic piping.
3. Pipe hangers and supports.
4. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.

G. Electrical items to be painted include, but are not limited to, the following:

1. Switchgear.
2. Panelboards.
3. Electrical equipment that is indicated to have a factory-primed finish for field painting.

H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:

1. The owner will engage a qualified independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.

2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the Project site.

1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing, or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After the work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 EXTERIOR PAINT SCHEDULE

A. Concrete, Stucco, EIFS, and Masonry (Other Than Concrete Unit Masonry): Provide the following finish systems over exterior concrete, stucco, and brick masonry substrates:

1. Low-Luster Acrylic Finish: Two finish coats over a primer.

a. Primer: Exterior concrete and masonry primer: Basis-of-Design: Ultra Spec High-Build Sealer 609.

b. Finish Coats: Exterior low-luster acrylic paint: Basis-of-Design: Ultra Spec EXT Satin N448.

B. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items. Basis-of-Design: Corotech V180, Rust Arrestor over rusted surfaces and Corotech V160 Epoxy Mastic. Structural Steel only: 35-147 Primer Alkyd Red Rust Scat.

1. Semigloss Acrylic-Enamel Finish: Two finish coats over a rust-inhibitive primer.

a. Primer: Exterior ferrous-metal primer. Corotech Acrylic Metal Primer V110.
b. Finish Coats: Exterior semigloss acrylic enamel: Coronado Rust Scat Enamel 90 Line.

C. Non-ferrous and Galvanized Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:

1. Full-Gloss Acrylic-Enamel Finish: Two finish coats over a galvanized metal primer.

a. Primer: Exterior galvanized metal primer. Basis-of-Design: Corotech Acrylic Metal Primer V110.
b. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals Basis-of-Design: Coronado Rust Scat Enamel 80 Line.

<u>Interior Paint Schedule</u>:

Concrete Masonry Units:
1. Acrylic Finish, two coats over block filler:
   a. Block Filler; Coronado by Benjamin Moore Super Kote 5000 Block Filler 958 line.
   b. Second and Third Coats: Ultra Spec SCUFF-X Interior Satin finish 486.
   c. Sheen: Satin.

Hollow Metal Doors and Frames-Int/Ext Ferrous & Non-ferrous Metal:
1. Acrylic-Enamel Finish:
   a. Primer: Spot coat of Corotech Acrylic Metal Primer V110.
   b. Second and Third Coats: Corotech Rust Scat Enamel 90 line.
   c. Sheen: Semi-Gloss.

D. Manufacturers and Suppliers Responsibilities:
1. Monitoring of critical phase points, i.e., cleaning, priming/sealing, caulking, and finishing will be performed periodically by either the manufacturer's rep. or the supplier's rep. The monitoring process will be random and unannounced. The monitoring process is strictly for the benefit and comfort of the Paint Company and the supplier. This is not an inspection that certifies conformance of the specification. A third-party independent inspector should be employed by the Owner or Association for certified application inspection.
2. A final review of the project will be performed at the completion of the job, no warranty will be issued until a final review has been completed. This final review confirms that the products used are as specified.

E. Warranty Information:

1. (7) Seven Year, Non-Prorated, Limited Material and Labor Warranty Warrants that the materials used, as manufactured by Benjamin Moore, Coronado, or Devoe Paints, are manufactured to specification and free from defects. These specified coatings will not flake, crack, peel, or blister when applied to a properly prepared masonry substrate, due to a material defect. This warranty does not apply to the condition of or to any failure of the pre-existing paints or any pre-existing structural defects. There is no warranty on metal or against rust or corrosion of metals, or discoloration from masonry alkalinity burn. Substrate repairs and mechanical damage of paint is not covered under warranty.

END OF SECTION 099110

SECTION 101400 - SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Plaques.

1.2 DEFINITIONS

A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication and installation details for signs.

1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
2. Provide message list, typestyles, graphic elements including tactile characters and Braille, and layout for each sign.

C. Samples: For each sign type and for each color and texture required.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with applicable provisions in ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

2.2 PANEL SIGNS

A. Panel Signs: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner, complying with the following requirements:
   1. Acrylic Sheet: 0.060 inch (1.52 mm) thick.
   2. Edge Condition: Square cut.
   3. Corner Condition: Rounded to radius indicated.
   4. Mounting: Framed.
   5. Color: As indicated.
   6. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch (0.8 mm) above surface with contrasting colors.

B. Applied Vinyl: Die-cut characters from vinyl film of nominal thickness of 3 mils (0.076 mm) with pressure-sensitive adhesive backing. Apply copy to exposed face of panel sign.

   1. Panel Material: Opaque acrylic sheet.

2.3 ACCESSORIES

A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.4 FABRICATION

A. General: Provide manufacturer's standard signs of configurations indicated.
   1. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
   2. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.5 ACRYLIC SHEET FINISHES

A. Colored Coatings for Acrylic Sheet: For copy, background, and frame colors, provide colored coatings, including inks, dyes, and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and that are UV and water resistant for five years for application intended.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.

1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
2. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches (75 mm) of sign without encountering protruding objects or standing within swing of door.

B. Wall-Mounted Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.

1. Two-Face Tape: Mount signs to smooth, nonporous surfaces. Do not use this method for vinyl-covered or rough surfaces.

END OF SECTION 101400

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Public-use washroom accessories.
2. Childcare accessories.
3. Underlavatory guards.
4. Custodial accessories.

B. Owner-Furnished Material: Toilet Tissue Dispenser, Soap Dispenser, and Paper Towel Dispenser.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify products using designations indicated.

C. Maintenance data.

D. Warranty: Sample special warranty.

1.3 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PUBLIC-USE WASHROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.
5. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
6. Tubular Specialties Manufacturing, Inc.

B. Grab Bar:

1. Basis-of-Design Product: Bobrick "B-6806".
2. Mounting: Flanges with exposed fasteners.
3. Material: Stainless steel, 0.05 inch (1.3 mm) thick.

   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.

4. Outside Diameter: 1-1/4 inches (32 mm).
5. Configuration and Length: As indicated on Drawings.

C. Mirror Unit:

1. Basis-of-Design Product: Bobrick "B-165 series".

2. Frame: Stainless-steel channel. Retain first subparagraph below if required.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.

D. Sanitary-Napkin Disposal Unit:

1. Basis-of-Design Product: Bobrick "B-270".
2. Mounting: Surface mounted.
3. Door or Cover: Self-closing, disposal-opening cover.
4. Receptacle: Removable.
5. Material and Finish: Stainless Steel

2.2 PRIVATE-USE SHOWER ROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.
5. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
6. Tubular Specialties Manufacturing, Inc.

2.3 PRIVATE-USE BATHROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Basco, Inc.
2. Bobrick Washroom Equipment, Inc.
3. Franklin Brass by Liberty Hardware Manufacturing Corporation; a Masco company.
4. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
5. Ginger; a Masco company.
6. Seachrome Corporation.
7. Tubular Specialties Manufacturing, Inc.

B. Towel Bar:

1. Basis-of-Design Product: Bobrick "B-205".
2. Description: 3/4-inch- (19-mm-) square tube with rectangular end brackets.
3. Mounting: Flanges with exposed fasteners.
4. Length: 24 inches (610 mm).
5. Material and Finish: Stainless steel, No. 4 finish (satin).

2.4 CHILDCARE ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. American Specialties, Inc.
2. Brocar Products, Inc.
3. Diaper Deck & Company, Inc.
4. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
5. Koala Kare Products; a division of Bobrick Washroom Equipment, Inc.
6. SSC, Inc.
7. Tubular Specialties Manufacturing, Inc.

B. Diaper-Changing Station:

1. Basis-of-Design Product: Bobrick "B-2200".
2. Description: Vertical unit that opens by folding down from stored position and with child-protection strap.

    a. Engineered to support a minimum of 250-lb (113-kg) static load when opened.

3. Mounting: Surface mounted, with unit projecting not more than 4 inches (100 mm) from wall when closed.
4. Operation: By pneumatic shock-absorbing mechanism.
5. Material and Finish: HDPE in manufacturer's standard color.
6. Liner Dispenser: Built in.

2.5 UNDERLAVATORY GUARDS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Plumberex Specialty Products, Inc.
2. Truebro by IPS Corporation.

B. Underlavatory Guard:
1. Description: Insulating pipe covering for supply and drain piping assemblies that prevent direct contact with and burns from piping; allow service access without removing coverings.
2. Material and Finish: Antimicrobial, molded plastic, white.

2.6 CUSTODIAL ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.
5. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
6. Tubular Specialties Manufacturing, Inc.

B. Utility Shelf:

1. Description: With exposed edges turned down not less than 1/2 inch (13 mm) and supported by two triangular brackets welded to shelf underside.
2. Size: 16 inches (406 mm) long by 6 inches (152 mm) deep.
3. Material and Finish: Not less than nominal 0.05-inch- (1.3-mm-) thick stainless steel, No. 4 finish (satin).

C. Mop and Broom Holder:
1. Description: Unit with shelf, hooks, holders, and rod suspended beneath shelf.
2. Length: 36 inches (914 mm).
3. Hooks: Three.
4. Mop/Broom Holders: Four, spring-loaded, rubber hat, cam type.
5. Material and Finish: Stainless steel, No. 4 finish (satin).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units' level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

END OF SECTION 102800

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

ADDENDUM # 1
September 15, 2025

ITB #25-17 ALL CHILDREN'S PARK RESTROOM REPLACEMENT

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated August 15, 2025 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the Bidder to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the bid documents.

A. CHANGES TO THE ITB:

The following is hereby added to Attachment 2 Specifications - **SECTION 096723-RESINOUS FLOORING, PART 2 – PRODUCTS, 2.1 FLOORING**, pg.096723 – 2:
Item B. Plexi-Chemie, Inc's "HybridCrete SLBQ -1/4th Inch Thick" is an approved product substitute for "Dur-A-Flex, Inc, Hybri-Flex EQ".

The following language is hereby added to Section 6 – Special Requirements/Instructions:
LIQUIDATED DAMAGES
Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (210 days), until the Work is substantially complete. 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 $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

B. CLARIFICATIONS

None

C. QUESTIONS AND ANSWERS

Question #1: Could the City please confirm whether an official estimate or budget amount is available for this project?
ANSWER: The project estimate is $320,000.

Question #2: The ITB specifies that bidders must be certified General Contractors in the State of Florida. Would the City consider it acceptable for the required General Contractor license to be held by a subcontractor, while the prime contractor remains responsible for the full execution, compliance, and performance of the contract?
ANSWER: No. The Bidder (Prime Contractor) must be a General Contractor.

Question #3: What is the height of the cove base?
ANSWER: The integral epoxy base is minimum 4”.

Question #4: Please confirm the reference benchmark or control elevation to be used for establishing the finished height of the new concrete slab. Is there an existing datum point or adjacent grade elevation that should be used for alignment?
ANSWER: The NEW Finish Floor Elevation (7.34') should match the existing FFE so that the surrounding sidewalks don't have to be completely replaced. Existing elevation points are noted on Sheet A0.1.

Question #5: Will the City be contracting directly with a third-party vendor for procurement and installation of the cameras, with the General Contractor responsible solely for providing conduit and junction boxes for low voltage wiring termination?
ANSWER: Yes.

Question #6: Please provide the specified amount and terms for liquidated damages applicable to this project.
ANSWER: Please see Item **A. CHANGES TO THE ITB**.

Question #7: Are there any specific requirements for the type, height, or material of fencing to be used in securing the jobsite during construction?
ANSWER: Contractor is responsible for securing the area as they see necessary.

In all other respects, except as specifically stated herein, the subject ITB #25-17 ALL CHILDREN’S PARK RESTROOM REPLACEMENT remains the same.

END OF ADDENDUM #1

Joseph Castro
Buyer
jcastro@port-orange.org

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B7) Approval of Transfer of Ownership Agreement for K9 Buddy to Officer Crysta McBride

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Transfer of Ownership Agreement for K9 Buddy to his handler, Officer Crysta McBride.

SUMMARY: K9 Buddy has served as a Police Canine with the Port Orange Police Department for six (6) years, since May 1, 2019. Due to his age and health issues, K9 Buddy will be retired from service. Ownership of K9 Buddy will be transferred to his handler, Officer Crysta McBride, pursuant to the agreement drafted by the City Attorney's Office.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	K9 Buddy Tranfer Agreement to Ofc McBride	K9 Buddy Tranfer Agreement to Ofc McBride.pdf

William Proctor	Created/Initiated - 09/19/2025
Manuel Marino	Approved - 09/19/2025
Linda Truitt	Approved - 09/22/2025
Matthew Jones	Approved - 10/03/2025
Wayne Clark	Final Approval - 10/07/2025

CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Port Orange, a Florida municipal corporation with the following mailing address: 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and Crysta McBride, whose address is 4545 Clyde Morris Blvd., Port Orange, FL 32129, (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

WITNESSETH

WHEREAS, the City owns and has in its possession an eight-year-old male Golden Retriever ("K9 Buddy") which is no longer needed by the Port Orange Police Department due to medical reasons, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Buddy for over six (6) years, and during that timeframe partook in a substantial amount of training with K9 Buddy; and

WHEREAS, Transferee fully understands that canines, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis, and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of K9 Buddy and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:

    a. On or before October 31, 2025, to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to the aforesaid K9 Buddy to the Transferee; and

    b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.

2. The Transferee agrees to do the following:

    a. Accept transfer of possession and ownership of the aforesaid K9 Buddy from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Buddy; and

    b. Hold Harmless Agreement. Upon transfer of possession of the aforesaid K9 Buddy to the Transferee, the Transferee assumes the entire responsibility for said K9 Buddy and as such the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of said K9 Buddy to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any

and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the aforesaid K9 Buddy.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Buddy to any individual or entity without first obtaining the express written consent of the Chief of Police in and for the City of Port Orange.

4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.

5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28, Florida Statutes and Florida law.

6. Amendments to Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.

8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of said K9 Buddy and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid K9 Buddy for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of said K9 Buddy in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.

10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The Parties further agree that jurisdiction

regarding the rights and obligations of all Parties under this Agreement and all litigation resulting there from, whether by arbitration or otherwise, shall be vested in the Seventh Judicial Circuit, in and for Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

City of Port Orange, Florida,
a municipal corporation.
On this _____day of _____, 2025

By: _____
Scott Stiltner, Mayor

ATTEST: _____
Robin L. Fenwick, MMC, City Clerk

Transferee: Crysta McBride
On this _____day of _____, 2025

By:_____
Crysta McBride

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, this _____ day of _____, 2025, by Crysta McBride, the Transferee, who is personally known to me or has produced a Florida driver's license as identification and _____ did _____did not take an oath.

_____
Notary Public, My Commission Expires:

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B8) Resolution No. 25-48 - Accepting $74,479.00 for 2025-2026 Victims of Crime Act (VOCA) Grant

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 25-48.

SUMMARY: The Police Department was awarded $74,479.00 from the Victims of Crime Act (VOCA) Grant program. The 2025-2026 funding cycle will continue to assist victims of crime. There was no reduction in funding from the 2024-2025 grant cycle. The Grant Fund FY 2025-2026 Adopted Budget will be amended to reflect the $74,479.00 from VOCA. There is no required match.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 25-48	Resolution No. 25-48.pdf
2.	2025-2026 Port Orange Police Department-VOCA_encrypted_	2025-2026 Port Orange Police Department-VOCA_encrypted_.pdf

Manuel Marino	Created/Initiated - 09/19/2025
Manuel Marino	Approved - 10/03/2025
Linda Truitt	Approved - 10/07/2025
Matthew Jones	Approved - 10/07/2025
Wayne Clark	Final Approval - 10/07/2025

RESOLUTION NO. 25-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF $74,479.00 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has been awarded $74,479.00 from the State of Florida Department of Legal Affairs Office of the Attorney General for the Port Orange Police Department to assist victims of crime; and

WHEREAS, the Office of the Attorney general for the State of Florida has waived the match requirements for this grant award; and

WHEREAS, the City of Port Orange desires to ratify the application for and accept the grant in the amount of $74,479.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange does hereby ratify the application for and authorize acceptance of the grant funds from the State of Florida award of the Victims of Crime Act grant in the amount of $74,479.00.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents between the City of Port Orange and the State of Florida necessary to implement this Resolution.

Section 3. Matching funds have been waived for this grant award.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
https://www.myfloridalegal.com

September 26, 2025

Mr. Manuel Marino, Chief of Police
Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, Florida 32129-4062

Dear Chief Marino:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Port Orange Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2025-2026 funding cycle.

Our office would like to thank those agencies that submitted a response to the September 9, 2025, letter requesting input on the award process. The comments were very helpful and the award amounts were calculated taking into consideration the responses submitted. Ultimately, this office decided to concentrate the small reduction necessary in the 2025-2026 grant awards on those agencies awarded larger grants. Those agencies that had a 2024-2025 award of $100,000 or lower will not receive a reduction.

Our office submitted a request to the U.S. Department of Justice, Office for Victims of Crime, to extend the project period for the 2021 VOCA allocation. Until a decision is received from the federal government, our office can only award funds based on what is currently authorized. If the U.S. Department of Justice approves our request for extension, that decision may unlock additional funds that could be requested at a later date.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Port Orange Police Department

GRANT NO: VOCA-C-2025-Port Orange Police Department-00172

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Port Orange Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $74,479.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2025. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-Port Orange Police Department-00172 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Port Orange Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Port Orange Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must 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 Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over $100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider'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). The Provider 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 (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Port Orange Police Department, have executed this Agreement.

Chief M. Marino

Authorizing Official

Chief M. Marino

Print Name

Oct 7, 2025

Date

OAG Authorizing Official

Print Name

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

59-6000412

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2025-2026**
Subrecipient Name and Address Port Orange Police Department 4545 Clyde Morris Blvd Port Orange, Florida 32129-4062	OAG Grant Number VOCA-C-2025-Port Orange Police Department-00172	
Subrecipient UEI Number LV8ZD1LYF3H4	Project Period: From 10/1/2025 To 9/30/2026	
Subrecipient IRS/Vendor/FEIN Number 59-6000412	Budget Period: From 10/1/2025 To 9/30/2026	
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula	Award Date 10/1/2025	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $74,479.00	Total Award $74,479.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026	
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022	OVC Total Award to OAG $66,670,292 $91,878,955	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date	Signature, Agency Executive Director, Date Chief M. Marino Oct 7, 2025	

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B9) Resolution No. 25-49 - Accepting the Edward Byrne Memorial Justice Assistance Direct Award Grant for $8,918.00 from the Florida Department of Law Enforcement (FDLE)

DEPARTMENT: Police Services

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 25-49.

SUMMARY: The City has been awarded the Edward Byrne Memorial Justice Assistance Grant – Direct Award (JAGD) from FDLE in the amount of $8,918.00. This money will be used to purchase equipment for the Special Investigations Unit (SIU) and their participation in undercover operations combating street level crime. There is no City match required. The JAGD funding will help the Port Orange Police Department enhance its undercover operation capabilities by providing additional surveillance equipment.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 25-49	Resolution No. 25-49 .pdf

Manuel Marino	Created/Initiated - 10/02/2025
Manuel Marino	Approved - 10/03/2025
Linda Truitt	Approved - 10/07/2025
Matthew Jones	Approved - 10/07/2025
Wayne Clark	Final Approval - 10/07/2025

RESOLUTION NO. 25-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING FINANCIAL GRANT ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR THE PURCHASE OF EQUIPMENT FOR THE SPECIAL INVESTIGATIONS UNIT(SIU) AND IN FURTHERANCE OF THEIR PARTICIPATION IN THE FIGHT AGAINST INTERNET CRIMES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been awarded the Edward Byrne Memorial Justice Assistance Grant – Direct Award (JAGD) from the Florida Department of Law Enforcement (FDLE) in the amount of $8,918 for the purchase of equipment for the Special Investigations Unit (SIU) and in furtherance of their participation in the fight against internet crimes; and

WHEREAS, this grant is not contingent upon a City match; and

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the FDLE Edward Byrne Memorial Justice Assistance Grant in the amount of $8,918 for the purchase of equipment for the Special Investigations Unit (SIU**)**.

Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2025

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B10a) Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Sugar Forest Stormwater Drainage Improvements Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Joint Project Agreement with the County of Volusia for the Sugar Forest Stormwater Drainage Improvements Project; authorize Mayor and City Clerk to execute said agreement; and authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

SUMMARY: On October 7, the Volusia County Council approved funding for several stormwater mitigation projects as part of their Transform 386 program.

Transform 386 was created when the County was awarded $328.9 million in Community Development Block Grant - Disaster Recovery funds provided by the Department of Housing and Urban Development (HUD) for Hurricane Ian recovery. These funds are being administered by Volusia County as the project lead.

City staff applied for funds for four stormwater projects that were all approved. Each project requires a separate Joint Project Agreement (JPA), that establishes the general terms and conditions of how the project will be completed, as summarized below.

The City's responsibilities under the JPA are generally outlined below and more specifically described in the attached JPA.

- The City and County will mutually participate and work cooperatively to coordinate and accomplish each project.
- The County will manage the bidding and construction of the project.
- The City will provide knowledgeable representatives to participate in the design and construction phases.
- The City will be responsible for the cost of the project above and beyond the funding provided by the HUD Grant.
- Upon completion and acceptance of the work and receipt of the as-built drawings of the completed work, the City will own, control, and maintain in good repair all

of the City facilities constructed.

This JPA is specifically for the City's stormwater drainage improvements at **Madeline Ave./Pepperhill Road near Sugar Forest** with Transform 386 contributing $7,270,000 of the estimated total project cost of approximately $19,000,000.

In addition to the provisions above, additional components of the JPA for this specific project include:

- The City began design for this project in Spring 2025, which is nearing 60% completion. The design will continue under the City's current Task Authorization with Kimley Horn & Associates. Once the design is complete, it will be provided to the County so they can bid the project out for construction.

The County will be managing the construction contracting process for all Transform 386 funded projects. Unlike typical City projects, City Council will not review or approve the construction contract or any change orders that may be required. These functions will be administered by the County in partnership and consult with City staff to ensure compliance with federal grant requirements and program timelines.

Additionally, in an effort to expedite processing, Staff requests Council authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Port Orange - Sugar Forest - JPA w SB rev 10-16-25 CLEAN	Port Orange - Sugar Forest - JPA w SB rev 10-16-25 CLEAN.pdf

Robin Fenwick	Created/Initiated - 10/14/2025
Shannon Balmer	Approved - 10/16/2025
Wayne Clark	Final Approval - 10/16/2025

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND CITY OF PORT ORANGE FOR SUGAR FOREST STORMWATER DRAINAGE PROJECT

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Port Orange** (CITY), a municipal corporation of the State of Florida, for the **Sugar Forest Stormwater Drainage Improvements Project**.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, the construction of a pump station, stormwater pond, and additional piping, and, in conjunction with the County, has determined that the Sugar Forest Stormwater Drainage Improvement Project ("PROJECT") is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the Sugar Forest Stormwater Drainage Project; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY. In addition, the COUNTY will require a Payment and Performance Bond for the construction with the CITY named as co-obligee.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT, subject to input, review, and written approval of the procurement documents by the CITY.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and approval by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its approval of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents

include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. If the cumulative amount of the change order(s) is less than 10% of the overall contract value, the COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. If the cumulative amount of the change order(s) is greater than 10% of the overall contract value, the COUNTY Shall provide a copy of the documents and cost to an authorized CITY representative for review and approval. For said change orders greater than 10%, the CITY shall amend its purchase order to reflect the approved change orders within 10 days of CITY approval of the change order for any portion of said change order not covered by HUD Grant B-23-UN-12-0005. For change orders less than 10% of the overall contract value, the CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation

with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Robin Fenwick, 1000 City Center Circle. Port Orange, FL 32129.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO: DONA D. BUTLER
DIRECTOR, ORR

1578 N. WOODLAND BLVD.
DELAND, FL 32720

TO CITY: CITY OF PORT ORANGE
ATTN: WAYNE CLARK
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

COPY TO: CITY OF PORT ORANGE
ATTN: JUNOS REED
CITY ENGINEER
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
ROBIN L. FENWICK
CITY CLERK

CITY OF PORT ORANGE

BY: _____
SCOTT STILTNER
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SHANNON K. BALMER
SENIOR ASSISTANT CITY ATTORNEY

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B10b) Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Portona Area Property Acquisition & Stormwater Pond Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Joint Project Agreement with the County of Volusia for the Portona Area Stormwater Drainage Improvements Project; authorize Mayor and City Clerk to execute said agreement; and authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

SUMMARY: On October 7, the Volusia County Council approved funding for several stormwater mitigation projects as part of their Transform 386 program.

Transform 386 was created when the County was awarded $328.9 million in Community Development Block Grant - Disaster Recovery funds provided by the Department of Housing and Urban Development (HUD) for Hurricane Ian recovery. These funds are being administered by Volusia County as the project lead.

City staff applied for funds for four stormwater projects that were all approved. Each project requires a separate Joint Project Agreement (JPA) that establishes the general terms and conditions of how the project will be completed, as summarized below.

The City's responsibilities under the JPA are generally outlined below and more specifically described in the attached JPA.

- The City and County will mutually participate and work cooperatively to coordinate and accomplish each project.
- The County will manage the bidding and construction of the project.
- The City will provide knowledgeable representatives to participate in the design and construction phases.
- The City will be responsible for the cost of the project above and beyond the funding provided by the HUD Grant.
- Upon completion and acceptance of the work and receipt of the as-built drawings of the completed work, the City will own, control, and maintain in good repair all

the City facilities constructed.

This JPA is specifically for the City's stormwater drainage improvements and acquisition of properties in the **Portona** area with Transform 386 contributing $2,465,000 of the estimated total project cost of approximately $4,930,000.

In addition to the provisions above, additional components of the JPA for this specific project include:

- The County is wholly responsible for the acquisition of properties in the project area.

The County will be managing the construction contracting process for all Transform 386 funded projects. Unlike typical City projects, City Council will not review or approve the construction contract or any change orders that may be required. These functions will be administered by the County in partnership and consult with City staff to ensure compliance with federal grant requirements and program timelines.

Additionally, in an effort to expedite processing, Staff requests Council authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	JPA Port Orange - Portona Area Acquistiion Design Construction CLEAN 10-16-25	JPA Port Orange - Portona Area Acquistiion Design Construction CLEAN 10-16-25.pdf

Robin Fenwick	Created/Initiated - 10/14/2025
Shannon Balmer	Approved - 10/16/2025
Wayne Clark	Final Approval - 10/16/2025

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND CITY OF PORT ORANGE FOR PORTONA AREA ACQUISITION AND STORMWATER POND PROJECT

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Port Orange** (CITY), a municipal corporation of the State of Florida, for the **Portona Area Acquisition and Stormwater Pond Project**.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, the construction of 2 stormwater ponds and upgrade outfall with backflow prevention to hold off tidal waters, and, in conjunction with the County, has determined that the Portona Area Acquisition and Stormwater Pond Project ("PROJECT") is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the Portona Area Acquisition and Stormwater Pond Project; and

WHEREAS, on behalf of CITY, the COUNTY will acquire the property necessary for the Portona Area Acquisition and Stormwater Pond Project; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the

work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall be wholly responsible for the acquisition of the real property necessary for the PROJECT.

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. The COUNTY will ensure that the construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY. In addition, the COUNTY will require a Payment and

Performance Bond for the construction with the CITY named as co-obligee.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT, subject to input, review, and written approval of the procurement documents by the CITY.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and approval by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its approval of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order

within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. If the cumulative amount of the change order(s) is less than 10% of the overall contract value, the COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. If the cumulative amount of the change order(s) is greater than 10% of the overall contract value, the COUNTY Shall provide a copy of the documents and cost to an authorized CITY representative for review and approval. For said change orders greater than 10%, the CITY shall amend its purchase order to reflect the approved change orders within 10 days of CITY approval of the change order for any portion of said change order not covered by HUD Grant B-23-UN-12-0005. For change orders less than 10% of the overall contract value, the CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Robin Fenwick, 1000 City Center Circle. Port Orange, FL 32129.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relatingto the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER

	123 WEST INDIANA AVENUE DELAND, FL 32720
COPY TO:	DONA D. BUTLER DIRECTOR, ORR 1578 N. WOODLAND BLVD. DELAND, FL 32720
TO CITY:	CITY OF PORT ORANGE ATTN: WAYNE CLARK 1000 CITY CENTER CIR PORT ORANGE, FL 32129
COPY TO:	CITY OF PORT ORANGE ATTN: JUNOS REED CITY ENGINEER 1000 CITY CENTER CIR PORT ORANGE, FL 32129

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part

thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
ROBIN L. FENWICK
CITY CLERK

CITY OF PORT ORANGE

BY: _____
SCOTT STILTNER
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SHANNON K. BALMER
SENIOR ASSISTANT CITY ATTORNEY

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B10c) Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Sleepy Hollow Stormwater Drainage Improvements Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Joint Project Agreement with the County of Volusia for the Sleepy Hollow Stormwater Drainage Improvements Project; authorize Mayor and City Clerk to execute said agreement; and authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

SUMMARY: On October 7, the Volusia County Council approved funding for several stormwater mitigation projects as part of their Transform 386 program.

Transform 386 was created when the County was awarded $328.9 million in Community Development Block Grant - Disaster Recovery funds provided by the Department of Housing and Urban Development (HUD) for Hurricane Ian recovery. These funds are being administered by Volusia County as the project lead.

City staff applied for funds for four stormwater projects that were all approved. Each project requires a separate Joint Project Agreement (JPA), that establishes the general terms and conditions of how the project will be completed, as summarized below.

The City's responsibilities under the JPA are generally outlined below and more specifically described in the attached JPA.

- The City and County will mutually participate and work cooperatively to coordinate and accomplish each project.
- The County will manage the bidding and construction of the project.
- The City will provide knowledgeable representatives to participate in the design and construction phases.
- The City will be responsible for the cost of the project above and beyond the funding provided by the HUD Grant.
- Upon completion and acceptance of the work and receipt of the as-built drawings of the completed work, the City will own, control, and maintain in good repair all

of the City facilities constructed.

This JPA is specifically for the City's stormwater drainage improvements in **Sleepy Hollow** with Transform 386 contributing $10,765,000 of the estimated total project cost of approximately $21,830,000.

The County will be managing the construction contracting process for all Transform 386 funded projects. Unlike typical City projects, City Council will not review or approve the construction contract or any change orders that may be required. These functions will be administered by the County in partnership with City staff to ensure compliance with federal grant requirements and program timelines.

Additionally, in an effort to expedite processing, Staff requests Council authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Port Orange - Sleepy Hollow - JPA w SB rev 10-16-25 CLEAN	Port Orange - Sleepy Hollow - JPA w SB rev 10-16-25 CLEAN.pdf

Robin Fenwick	Created/Initiated - 10/14/2025
Shannon Balmer	Approved - 10/16/2025
Wayne Clark	Final Approval - 10/16/2025

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND CITY OF PORT ORANGE FOR SLEEPY HOLLOW STORMWATER DRAINAGE IMPROVEMENTS PROJECT

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Port Orange** (CITY), a municipal corporation of the State of Florida, for the **Sleepy Hollow Stormwater Drainage Improvements Project**.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, the merging of stormwater ponds to increase capacity and the construction of additional piping to direct flow, and, in conjunction with the County, has determined that the Sleepy Hollow Stormwater Drainage Improvements Project ("PROJECT") is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the Sleepy Hollow Stormwater Drainage Improvements Project; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY. In addition, the COUNTY will require a Payment and Performance Bond for the construction with the CITY named as co-obligee.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT, subject to input, review, and written approval of the procurement documents by the CITY.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and approval by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its approval of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the

lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. If the cumulative amount of the change order(s) is less than 10% of the overall contract value, the COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. If the cumulative amount of the change order(s) is greater than 10% of the overall contract value, the COUNTY Shall provide a copy of the documents and cost to an authorized CITY representative for review and approval. For said change orders greater than 10%, the CITY shall amend its purchase order to reflect the approved change orders within 10 days of CITY approval of the change order for any portion of said change order not covered by HUD Grant B-23-UN-12-0005. For change orders less than 10% of the overall contract value, the CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Robin Fenwick, 1000 City Center Circle. Port Orange, FL 32129.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or

written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:	VOLUSIA COUNTY ATTN: GEORGE RECKTENWALD COUNTY MANAGER 123 WEST INDIANA AVENUE DELAND, FL 32720
COPY TO:	DONA D. BUTLER DIRECTOR, ORR 1578 N. WOODLAND BLVD. DELAND, FL 32720
TO CITY:	CITY OF PORT ORANGE ATTN: WAYNE CLARK

1000 CITY CENTER CIR
PORT ORANGE, FL 32129

COPY TO: CITY OF PORT ORANGE
ATTN: JUNOS REED
CITY ENGINEER
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
ROBIN L. FENWICK
CITY CLERK

CITY OF PORT ORANGE

BY: _____
SCOTT STILTNER
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SHANNON K. BALMER
SENIOR ASSISTANT CITY ATTORNEY

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (B10d) Approval of the Joint Project Agreement (JPA) with the County of Volusia for the Powers Avenue Property Acquisition & Stormwater Pond Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Joint Project Agreement with the County of Volusia for the Powers Avenue Porperty Acquisition and Stormwater Drainage Improvements Project; authorize Mayor and City Clerk to execute said agreement; and authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

SUMMARY: On October 7, the Volusia County Council approved funding for several stormwater mitigation projects as part of their Transform 386 program.

Transform 386 was created when the County was awarded $328.9 million in Community Development Block Grant - Disaster Recovery funds provided by the Department of Housing and Urban Development (HUD) for Hurricane Ian recovery. These funds are being administered by Volusia County as the project lead.

City staff applied for funds for four stormwater projects that were all approved. Each project requires a separate Joint Project Agreement (JPA), that establishes the general terms and conditions of how the project will be completed, as summarized below.

The City's responsibilities under the JPA are generally outlined below and more specifically described in the attached JPA.

- The City and County will mutually participate and work cooperatively to coordinate and accomplish each project.
- The County will manage the bidding and construction of the project.
- The City will provide knowledgeable representatives to participate in the design and construction phases.
- The City will be responsible for the cost of the project above and beyond the funding provided by the HUD Grant.
- Upon completion and acceptance of the work and receipt of the as-built drawings of the completed work, the City will own, control, and maintain in good repair all

of the City facilities constructed.

This JPA is specifically for the City's stormwater drainage improvements and acquisition of properties along **Powers Avenue near the FPL substation** on Dunlawton Avenue with Transform 386 contributing $1,185,000 of the estimated total project cost of approximately $2,370,000.

In addition to the provisions above, additional components of the JPA for this specific project include:

- The County is wholly responsible for the acquisition of properties in the project area.

The County will be managing the construction contracting process for all Transform 386 funded projects. Unlike typical City projects, City Council will not review or approve the construction contract or any change orders that may be required. These functions will be administered by the County in partnership with City staff to ensure compliance with federal grant requirements and program timelines.

Additionally, in an effort to expedite processing, Staff requests Council authorize the City Manager or his designee to approve and execute any future amendments to the JPA and associated agreements necessary for the completion of this project, as well as change orders related to the design and construction of said project, subject to review and approval of the City Attorney.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Port Orange - Powers Ave Acquisition - JPA CLEAN 10-16-25	Port Orange - Powers Ave Acquisition - JPA CLEAN 10-16-25.pdf

Robin Fenwick	Created/Initiated - 10/14/2025
Shannon Balmer	Approved - 10/16/2025
Wayne Clark	Final Approval - 10/16/2025

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND CITY OF PORT ORANGE FOR POWERS AVE ACQUISITION AND STORMWATER POND PROJECT

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Port Orange** (CITY), a municipal corporation of the State of Florida, for the **Powers Ave Acquisition and Stormwater Pond Project**.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, the acquisition of properties to build additional stormwater retention and a control structure, and, in conjunction with the County, has determined that the Powers Ave Acquisition and Stormwater Pond Project ("PROJECT") is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the Powers Ave Acquisition and Stormwater Pond Project; and

WHEREAS, on behalf of CITY, the COUNTY will acquire the property necessary for the Powers Ave Acquisition and Stormwater Pond Project; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent

to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall be wholly responsible for the acquisition of the real property necessary for the PROJECT.

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. The COUNTY will ensure that the construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY. In addition, the COUNTY will require a Payment and Performance Bond for the construction with the CITY named as co-obligee.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT, subject to input, review, and written approval of the procurement documents by the CITY.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and approval by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its approval of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. If the cumulative amount of the change order(s) is less than 10% of the overall contract value, the COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. If the cumulative amount of the change order(s) is greater than 10% of the overall contract value, the COUNTY Shall provide a copy of the documents and cost to an authorized CITY representative for review and approval. For said change orders greater than 10%, the CITY shall amend its purchase order to reflect the approved change orders within 10 days of CITY approval of the change order for any portion of said change order not covered by HUD Grant B-23-UN-12-0005. For change orders less than 10% of the overall contract value, the CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality,

amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Robin Fenwick, 1000 City Center Circle. Port Orange, FL 32129.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO: DONA D. BUTLER
DIRECTOR, ORR

1578 N. WOODLAND BLVD.
DELAND, FL 32720

TO CITY: CITY OF PORT ORANGE
ATTN: WAYNE CLARK
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

COPY TO: CITY OF PORT ORANGE
ATTN: JUNOS REED
CITY ENGINEER
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
ROBIN L. FENWICK
CITY CLERK

CITY OF PORT ORANGE

BY: _____
SCOTT STILTNER
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SHANNON K. BALMER
SENIOR ASSISTANT CITY ATTORNEY

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/21/2025

SUBJECT: (G20) First Reading - Ordinance 2025-26 - 25-1 Large-Scale Comprehensive Plan Amendment/Vintage Acres (Case No. CPAM-25-0001)

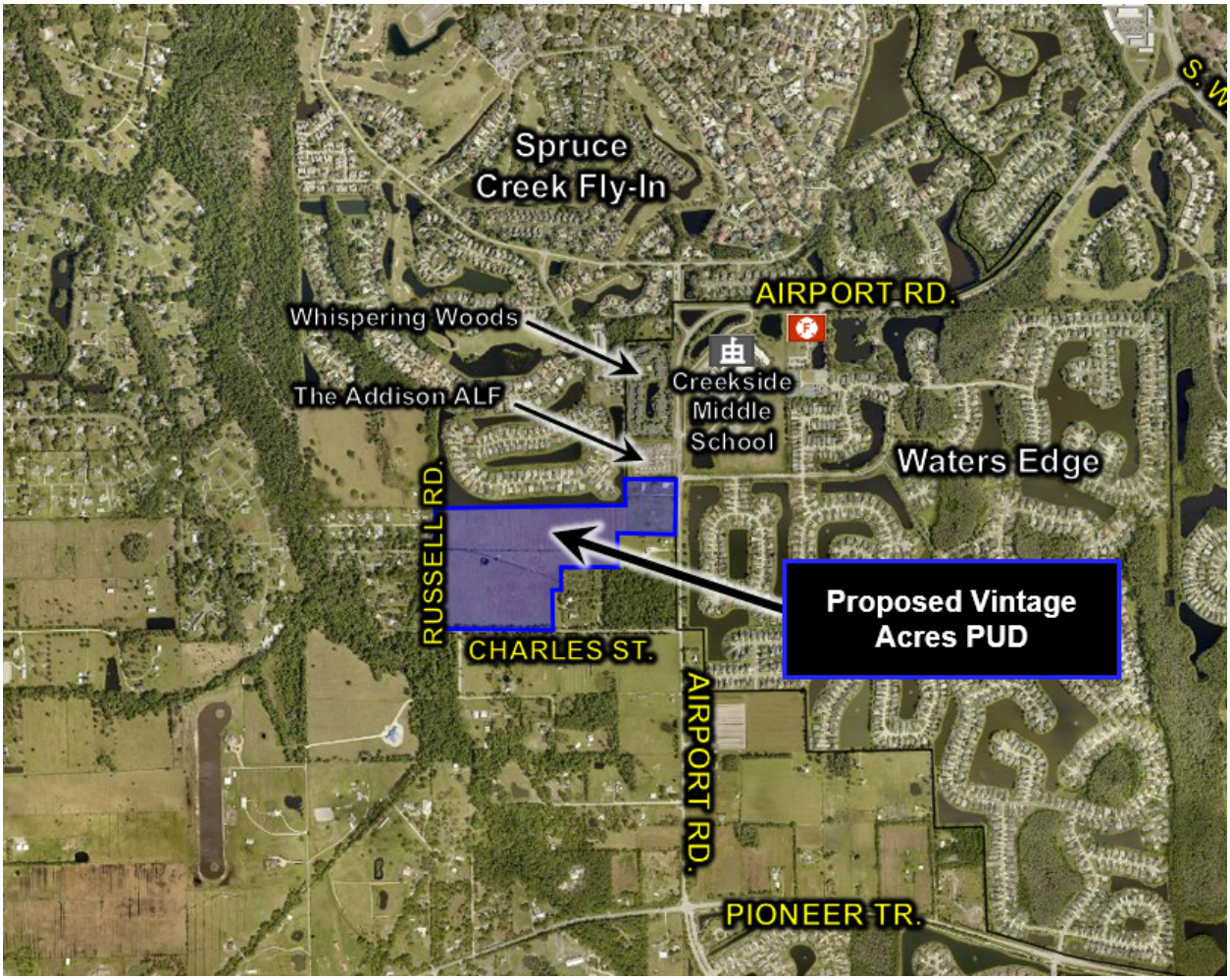
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2025-26, to change the FLU designation of ±52.96 acres of Volusia County *Agriculture Resourc*e (1 unit/10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre), and transmittal to the required review agencies for review.

SUMMARY: Planning Commission Action (9/25/25): Recommended Approval (4-0-1)

The applicant's proposed Comprehensive Plan amendment is to change the Future Land Use (FLU) designation for a ±56.53- acre property located on the west side of Airport Road, north of Charles Street. Most of the property consists of cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner. Based on aerial imagery available to staff, the subject property has been cleared pastureland since at least 1978. According to the 2024 environmental report by Young Bear Environmental (YBE) Consulting, there are no wetlands.



Location map

If the Comprehensive Plan amendment is approved, the applicant is proposing to rezone the ±56.53 acres as the Vintage Acres Planned Unit Development (see Staff Report for Case No. PRZA-25-0003) that allows for the development of a 113-lot residential subdivision.

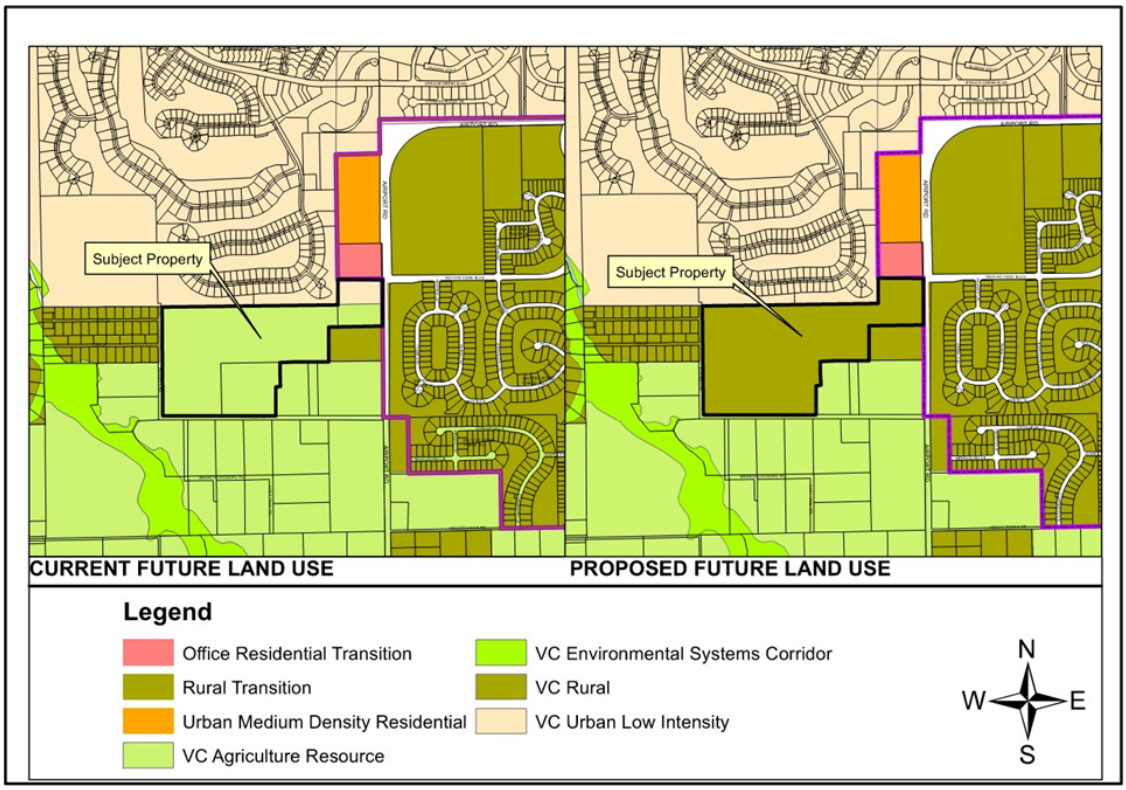
The ±56.53-acre subject property was annexed into the City of Port Orange in June 2025. As discussed during public hearings for the annexation, the next steps, as required by Florida Statutes, involve assigning a City Future Land Use (FLU) designation and a corresponding City zoning classification. The applicant's proposed Comprehensive Plan amendment requests the establishment of a City FLU designation consistent with what was outlined in the previous annexation staff report and public hearing discussions.

The applicant's proposed Comprehensive Plan amendment consists of two requests:

1. Amend the Future Land Use (FLU) Map to change the FLU designation for ±52.96 acres from Volusia County *Agriculture Resource* (1 unit/10 acres) to City of Port Orange *Rural Transition* (0-2 units/acre).

2. Amend the Future Land Use (FLU) Map to change the FLU designation for ±3.57

acres of Volusia County *Urban Low Intensity* (0-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre).



Current and Proposed Future Land Use Map

The subject property meets the locational criteria in the City's Comprehensive Plan for the *Rural Transition* FLU designation as the subject property is situated adjacent to Spruce Creek, bordered by agricultural land to the south and developed residential neighborhoods to the north, northeast, and west. Urban services (water, sewer, and reclaimed water) are available in the Airport Road right-of-way to serve the site, and the proposed Vintage Acres Planned Unit Development aligns with the maximum allowed density of 2 units per acre.

Graphic showing adjacent development and density

The applicant's proposed Comprehensive Plan amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan and meets the locational criteria for the requested future land use designation. Based on the analysis that the proposed amendment will have on public facilities and services, adequate capacity exists for potable water, sewer, schools, recreation, and solid waste to accommodate the proposed amendment.

As to traffic, any future specific site development proposals will be subject to concurrency regulations requiring adequate roadway improvements to be built or payment being made toward improvements to mitigate any roadway capacity impacts

created by the proposed development.

As to stormwater retention, at the time the property is developed, improvements in accordance with the requirements of the City's Land Development Code, St. Johns Water Management District, Florida Department of Environmental protection, Volusia County, and the Vintage Acres Planned Unit Development, will be required, so there is no net loss of stormwater retention function on the subject property due to development.

Although a complete Traffic Impact Analysis (TIA) is not required at this time, a Traffic Memorandum according to the City's and Volusia/Flagler Transportation Planning Organization (VFTPO) adopted guidelines for a Comprehensive Plan Amendment has been prepared by the applicant's traffic engineering firm, LTG Engineering & Planning, and has been reviewed by staff. Based on the maximum density allowed by the City's *Rural Transition* FLU designation,113 single-family homes could potentially be constructed which is estimated to generate about 111 PM peak hour trips, and 1,129 daily trips. In the Traffic Memorandum prepared, only one roadway segment (Pioneer Trail from Airport Road to Turnbull Bay Road) was identified that may be above the adopted level-of-service standard, and as required by the Land Development Code and Florida Statutes, the future subdivision plat and plan for the subject property will be subject to all traffic concurrency regulations requiring adequate public facilities to be provided or to mitigate any impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

Public Notice signs were posted on the subject property on August 1, 2025. The applicant also held a neighborhood meeting on Thursday, September 4, 2025, at 6:00 p.m. at the Country Inn & Suites, located at 5802 Journey's End Way. Approximately 45 residents attended the meeting. According to the applicant's meeting summary, the main questions and concerns raised by attendees included drainage, school capacity, and pedestrian safety.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-26	Ordinance No. 2025-26.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Revised Business Impact Estimate - ORD 2025-26 - CPAM-25-0001	Revised Business Impact Estimate - ORD 2025-26 - CPAM-25-0001.docx

Penelope Cruz	Created/Initiated - 09/26/2025
Tim Burman	Approved - 10/02/2025
Shannon Balmer	Approved - 10/07/2025
Wayne Clark	Final Approval - 10/07/2025

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR ±52.96 ACRES FROM VOLUSIA COUNTY AGRICULTURE RESOURCE (1 UNIT/10 ACRES) TO CITY OF PORT ORANGE RURAL TRANSITION (0-2 UNITS/ACRE); AMENDING ±3.57 ACRES OF VOLUSIA COUNTY URBAN LOW INTENSITY (0-4 UNITS/ACRE) TO CITY OF PORT ORANGE RURAL TRANSITION (0-2UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at least two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance No. 2024-04, and amended by Ordinance Nos. 2024-12, 2024-25, 2025-09, and this ordinance.

Section 2. The Future Land Use Map, Map 1.4, within Appendix 1- Map Series,

of the Comprehensive Plan is hereby amended for ±52.96 acres of Volusia County Agriculture Resource (1 dwelling unit per 10 acres) to City of Port Orange Rural Transition (0-2 dwelling units per acre) and for ±3.57 acres of Volusia County Urban Low Intensity (0-4 dwelling units per acre) to City of Port Orange Rural Transition (0-2 dwelling units per acre), all as shown on the Map depicted in **Exhibit "A"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on tis amend may be issued or commence before it has become effective. If a final order of

noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective date hereon in the place provided below.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

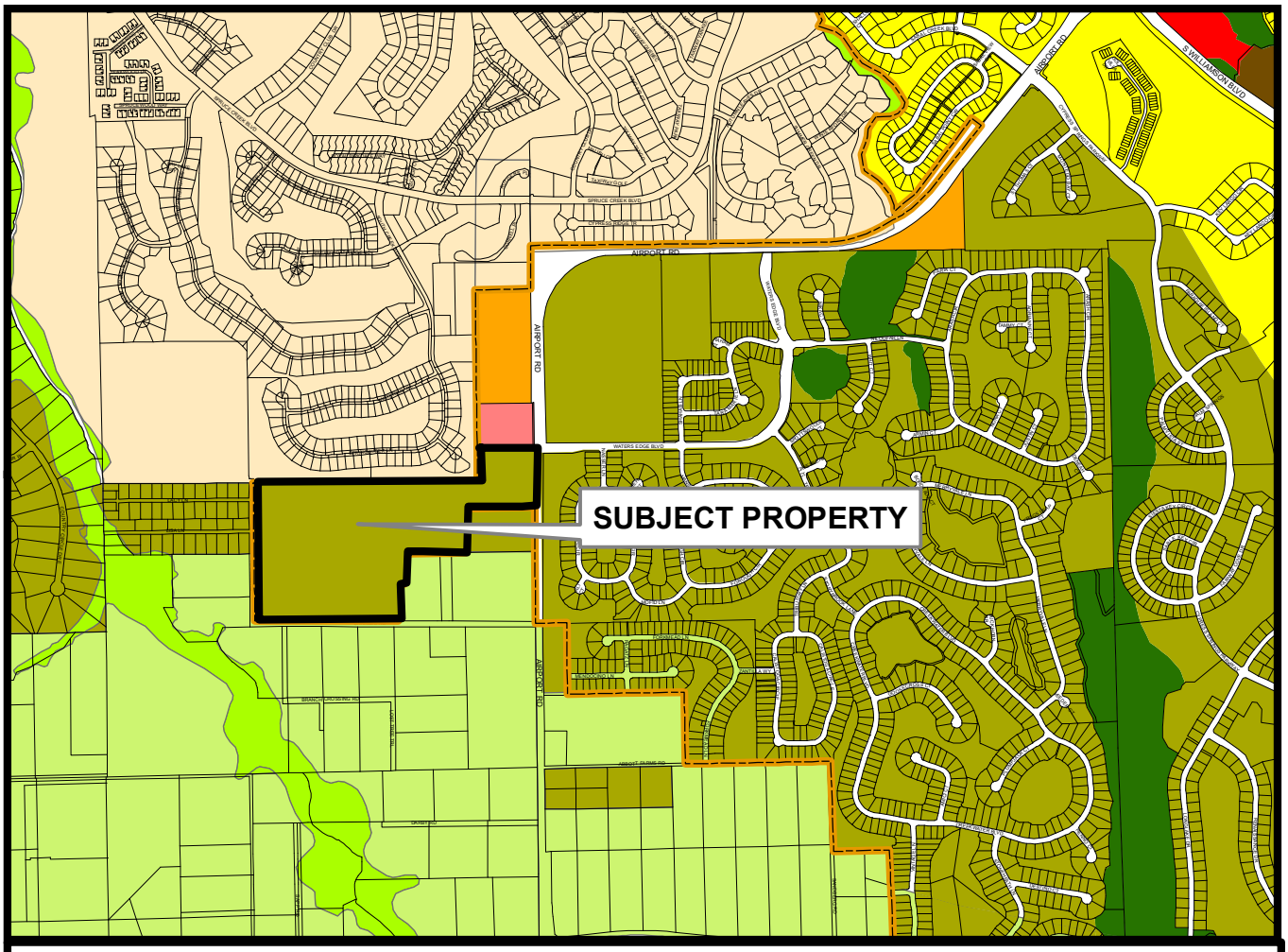
Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

The effective date of the plan amendment is _____.

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"



Legend

- Commercial
- Conservation
- Office Residential Transition
- Rural Transition
- Suburban Residential
- Urban High Density Residential
- Urban Medium Density Residential
- VC Agriculture Resource
- VC Environmental Systems Corridor
- VC Rural
- VC Urban Low Intensity

Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S

STAFF REPORT
Large-Scale Comprehensive Plan Amendment/
Vintage Acres
CASE NO. CPAM-25-0001

REQUEST:	Amend the Comprehensive Plan Future Land Use Map to change the FLU designation of ±52.96 acres of Volusia County *Agriculture Resource* (1 unit/10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre).
APPLICANT:	Storch Law Firm
PROPERTY OWNERS:	Andrea Baumann and Beth Anne Burnett; Joyce E Tumblin Trust; Stetson University Inc.
LOCATION:	West side of Airport Road, north of Charles Street
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 4-0 (September 25, 2025)
CITY COUNCIL:	October 21, 2025

INTRODUCTION
The Storch Law Firm, on behalf of the property owners, is requesting a Comprehensive Plan amendment to the City's Future Land Use Map for a total of ±56.53 acres, located on the west side of Airport Road, north of Charles Street (see Figure 1 on Page 2). The request is to change the Future Land Use (FLU) designation of ±52.96 acres of Volusia County *Agriculture Resource* (1 dwelling unit per 10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 dwelling units per acre) to City of Port Orange *Rural Transition* (0-2 dwelling units per acre).

If the Comprehensive Plan amendment is approved, the applicant intends to rezone the overall ±56.53-acre property to Planned Unit Development (PUD) (see Case No. PRZA-25-0003). The proposed PUD would establish the framework for developing a 113-lot single-family residential subdivision.

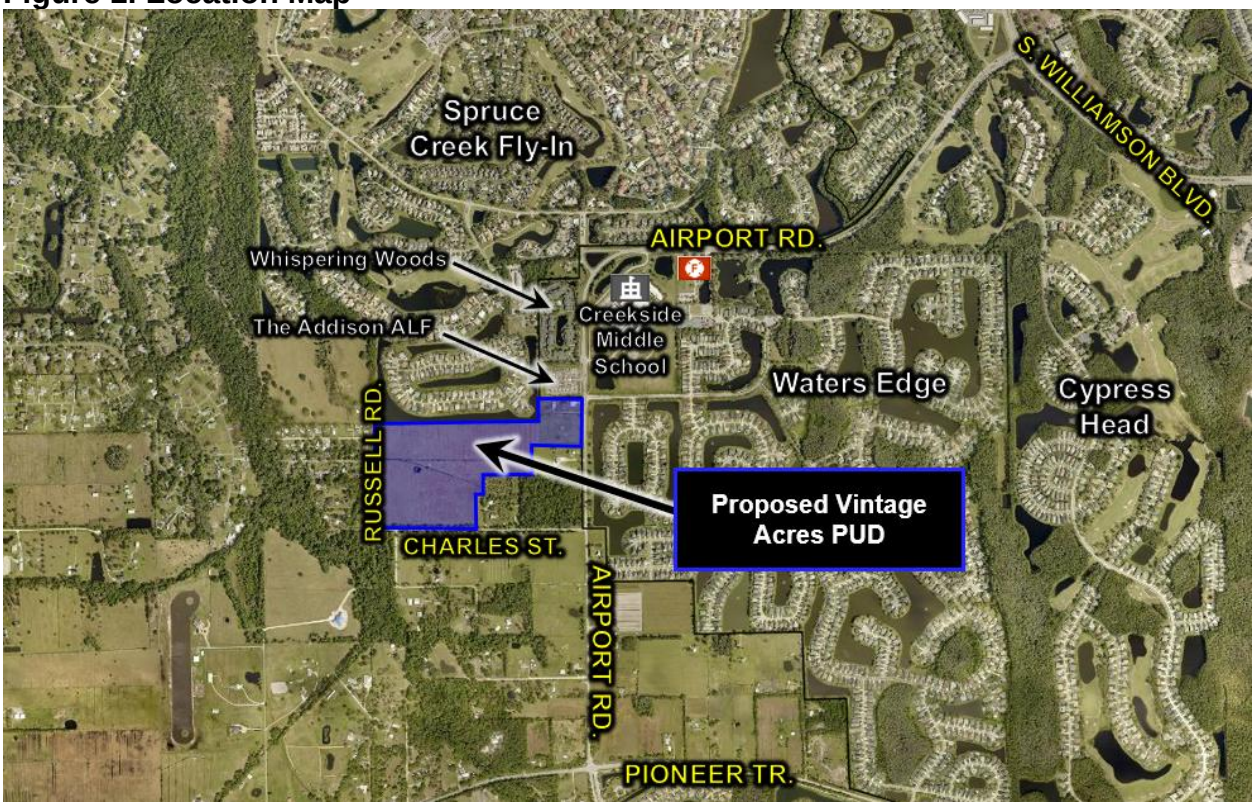
The subject property, approximately ±56.53 acres in size, was annexed into the City of Port Orange at the City Council meeting held on June 17, 2025. During the public hearings for the annexation, the applicant acknowledged that, upon approval of the annexation, the property would require the assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. The applicant is now requesting

the establishment of a City FLU designation and zoning classification to support the development of a residential subdivision, consistent with what was outlined in the annexation staff report and the discussions held during the annexation public hearings.

PROPERTY OVERVIEW

The subject property has frontage along Airport Road, Charles Street, and Russell Road, all maintained by Volusia County. Most of the property is cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner of the subject property. Based on aerial imagery available to staff, the ±56.53-acre site has been cleared pastureland since at least 1978 (see Exhibit 1).

Figure 1. Location Map



PROPOSED AMENDMENT

The request is to change the FLU designations for the ±56.53-acre subject property to the City of Port Orange *Rural Transition* designation (0–2 units per acre). The current FLU designations on the subject property include ±52.96 acres of Volusia County *Agricultural Resource* (1 unit per 10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0–4 units per acre).

The proposed FLU designation and zoning classification, along with the current City or Volusia County FLU designations and zoning classifications of the surrounding properties, are shown in Exhibits 2 and 3.

The current land uses, Future Land Use (FLU) designations, zoning classifications, and density for the current land uses for the properties adjacent to the subject property are identified in Table 1.

Table 1. Surrounding Land Uses, FLU Designations, Zoning Designations, and Density

Direction	Current Land Use	FLU Designation	Zoning District	Density
North	Spruce Creek Fly-In Single-Family Home Subdivision	Volusia County *Urban Low Intensity* (0-4 units /acre)	Volusia County Planned Unit Development	3 units per acre
	The Addison Assisted Living Facility	City of Port Orange *Office/Residential Transition*	City of Port Orange Planned Unit Development	80 bed facility
South	Charles Street - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Single-family homes	Volusia County *Agriculture Resource* (1 unit/10 acres) and *Rural* (1 unit/5 acres)	Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, A-2 Rural Agriculture	1 unit per 5 acres
East	Airport Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Waters Edge Single-Family Home Subdivision	City of Port Orange *Rural Transition* (0-2 units/acre)	City of Port Orange Planned Unit Development	2 units per acre
West	Russell Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Mobile homes	Volusia County *Rural* (1 unit/5 acres) and *Agriculture Resource* (1 unit/10 acres)	Volusia County MH-6 Urban Mobile Home Subdivision and A-1 Prime Agriculture	2.4 units per acre

According to the City's Comprehensive Plan, the Port Orange *Rural Transition* (0–2 units per acre) FLU designation is intended for lands near Spruce Creek and tributaries of Spruce Creek, particularly where properties lie between agricultural uses and established residential neighborhoods. Residential development under the *Rural Transition* designation is limited to no more than two dwelling units per acre. Where

urban services such as sewer and water are available, smaller lot sizes of 5,000 square feet or more may be permitted, provided that adequate open space is preserved, and the overall density remains within allowed limits.

The subject property meets the City's locational criteria for the *Rural Transition* (0–2 units per acre) FLU designation. The subject property is situated adjacent to Spruce Creek, bordered by agricultural land to the south and developed residential neighborhoods to the north, northeast, and west. Urban services (water, sewer, and reclaimed water) are available in the Airport Road right-of-way to serve the site, and the proposed Planned Unit Development (PUD) zoning district aligns with the maximum allowed density of two units per acre and lot size.

Figure 2. Rural Transition FLU Designation Locational Criteria

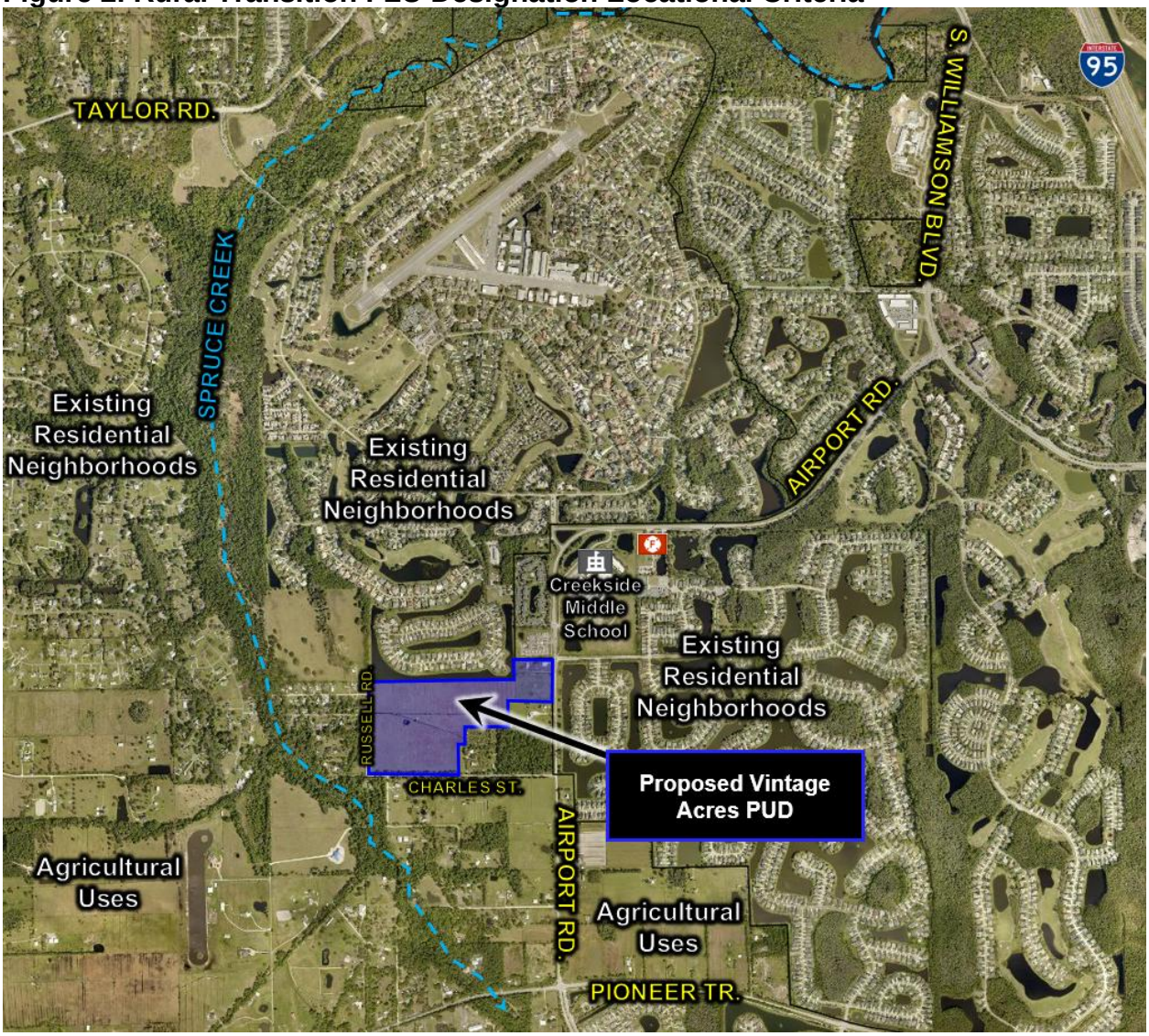


Table 2 summarizes the acreage for the current and proposed Future Land Use (FLU) designations for the subject property.

Table 2. Current and Proposed Future Land Use Designations – Acreage by Category

FLU DESIGNATION	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County *Agriculture Resource* (1 unit/10 acres)	52.96	0	-52.96
Volusia County *Urban Low Intensity* (0-4 units/acre)	3.57	0	-3.57
City of Port Orange *Rural Transition* (0-2 units/acre)	0	56.53	+56.53
TOTAL	56.53	56.53	0

Table 3 provides the theoretical maximum number of residential dwelling units allowed under the current and proposed Future Land Use (FLU) designations. If the amendment is approved, the theoretical maximum number of dwelling units that could be built on the 56.53-acre property would be 113, which is 94 dwelling units more than currently allowed under existing Volusia County FLU designations.

Table 3. Theoretical Maximum Number of Residential Dwelling Units for the Current and Proposed Future Land Use Designations

FLU Designations	Current FLU Theoretical Max Number of Residential Dwelling Units	Proposed FLU Theoretical Max Number of Residential Dwelling Units	Net Change in Number of Residential Dwelling Units
Volusia County Agriculture Resource (1 unit/10 acres)	5	0	-5
Volusia County Urban Low Intensity (0-4 units/acre)	14	0	-14
City of Port Orange Rural Transition (0-2 units/acre)	0	113	+113
Total	**19**	**113**	**+94**

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the State Land Planning Agency (Florida Commerce) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designations versus the proposed designation. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. School

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current FLU Designations	Proposed FLU Designation	Net Change
Residential Units	19	113	94
Non-residential Buildable Sq. Ft.	0	0	0
Population[1]	45	270	225
PM Peak Hour Trips/Daily Trips[2]	22/230	111/1,129	89/899
Sanitary Sewer (gallons/day)[3]	3,040	18,080	15,040
Potable Water (gallons/day)[4]	3,420	20,340	16,920
Solid Waste (lbs./person)[5]	144	867	723
Stormwater Drainage[6]	n/a	n/a	n/a
Recreation/Open Space (acres)[7]	0.32	1.89	1.57

1. Population: 2.39 persons per household (per 2017-2021 Census American Community Survey)
2. Transportation: ITE Trip Generation Manual, 11th Edition and Traffic Memorandum, LTG Engineering & Planning, August 2025
3. Sanitary Sewer: Residential - 160 gallons per day per Equivalent Residential Unit
4. Potable Water: Residential - 180 gallons per day per Equivalent Residential Unit
5. Solid Waste: Residential - 3.21 pounds per person per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The current Future Land Use (FLU) designations for the subject property allow a theoretical maximum of 19 residential units. The proposed *Rural Transition* (0–2 units per acre) FLU designation would set the theoretical maximum to 113 residential units and would result in an increase on impacts to public infrastructure, but adequate capacity exists, or impacts can be mitigated.

<u>Transportation</u>

The applicant's traffic engineering firm, LTG Engineering & Planning (LTG), has prepared a Traffic Memorandum in accordance with the City's and Volusia Flagler

Transportation Planning Organization (VFTPO) guidelines for a Comprehensive Plan Amendment. This memorandum has been reviewed by staff.

Current Future Land Use (FLU) Designations: Allows up to 19 single-family homes, which is estimated to generate: 14 AM peak hour trips (7:00 AM to 9:00 AM), 22 PM peak hour trips (4:00 PM to 6:00 PM), and 230 daily trips

Requested Future Land Use (FLU) Designation: Allows up to 113 single-family homes, which is estimated to generate: 85 AM peak hour trips (7:00 AM to 9:00 AM), 111 PM peak hour trips (4:00 PM to 6:00 PM), and 1,129 daily trips

Net increase: The proposed change would result in an additional 71 AM peak hour (7:00 AM to 9:00 AM), 89 PM peak hour trips (4:00 PM to 6:00 PM), and 899 daily trips

The full extent of the development's impacts on the surrounding road network will not be known until a traffic concurrency review is completed as required with the review of final subdivision plat and plan for the subject property. At the time the final subdivision plat and plans are submitted, the city will require the submission of a Traffic Impact Analysis (TIA) to thoroughly assess how the traffic from the proposed project will impact the surrounding roadways and identify any roadway improvements that may be necessary. As with other developments throughout the city, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City and Volusia County. This agreement could involve constructing or contributing financially toward scheduled improvements for the affected roadways and intersections.

According to the latest traffic counts for Williamson Boulevard, Airport Road, and Pioneer Trail, there is currently capacity to accommodate the estimated 1,129 daily vehicular trips from development of the subject property (Table 5).

Table 5. Roadway Capacities for Roadways Adjacent to Subject Property

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Airport Road	Williamson Blvd. to Pioneer Tr.	6,950	32,600	0.21	79%
Airport Road	Pioneer Tr. to Luna Bela Ln.	4,850	34,230	0.14	86%
Pioneer Trail	Airport Rd. to Turnbull Bay Rd.	7,200	13,640	0.53	47%
Pioneer Trail	Tomoka farms Rd. to Airport Rd.	5,550	13,640	0.41	59%
Williamson Boulevard	Airport Rd. to Spruce Creek Bridge	25,000	37,970	0.66	34%
Williamson Boulevard	Spruce Creek Bridge to Taylor Rd.	25,000	37,970	0.66	34%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity. Source: Volusia County Traffic Engineering (2022 data is the current available data).

According to LTG's analysis, only the segment of Pioneer Trail between Airport Road and Turnbull Bay Road is anticipated to exceed the adopted level of service (LOS)

standards due to traffic generated by approved developments along Pioneer Trail in New Smyrna Beach, including the Vintage Acres Subdivision. These projects are expected to contribute additional traffic volume to this roadway segment.

Depending on the timing of construction and completion of the development in New Smyrna Beach and subject property, capacity along Pioneer Trail may become constrained. As with all new developments within the city, the developer of this project may be required to enter into a Transportation Fair-Share and Concurrency Agreement with both the City of New Smyrna Beach and Volusia County. This agreement may include requirements to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

Sanitary Sewer

The City has available sewer capacity to accommodate the density allowed under the requested FLU designation and proposed future development of the subject property. The City's adopted residential Level of Service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU). Based on this standard, the requested FLU designation could generate approximately 18,080 gallons per day (gpd) of wastewater. This is a net increase of 15,040 gpd compared to the current FLU designations.

Potable Water

The City has available potable water capacity (well and Consumptive Use Permit) to accommodate the density allowed under the requested FLU designation and proposed future development of the subject property. The City's adopted residential LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit (ERU). Based in this standard, the proposed FLU designation could theoretically generate approximately 20,340 gallons per day (gpd) of potable water. This is a net increase of 16,920 gpd compared to the current FLU designations.

According to the City's 20-year CUP, issued by the St. Johns River Water Management District (SJRWMD), an average daily withdrawal of 7.33 million gallons per day (MGD) is allowed. According to the City's 2024 Concurrency Management Report, the actual average daily flow of the City's potable water system in 2024 was 6.65 MGD (Exhibit 4).

Solid Waste Collection

Solid waste generated within the City of Port Orange is taken to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.The Volusia County landfill has the capacity to address the solid waste disposal needs for the requested FLU designation and proposed future development of the subject property. The City's residential solid waste collection standard is 1,350 residential units per curbside collection crew, per day and a weight standard of 3.21 pounds per person per day. Using these standards, the requested FLU designation could theoretically generate approximately 867 pounds of solid waste per day. This is a net increase of 723 pounds of solid waste per day compared to the current FLU designations.

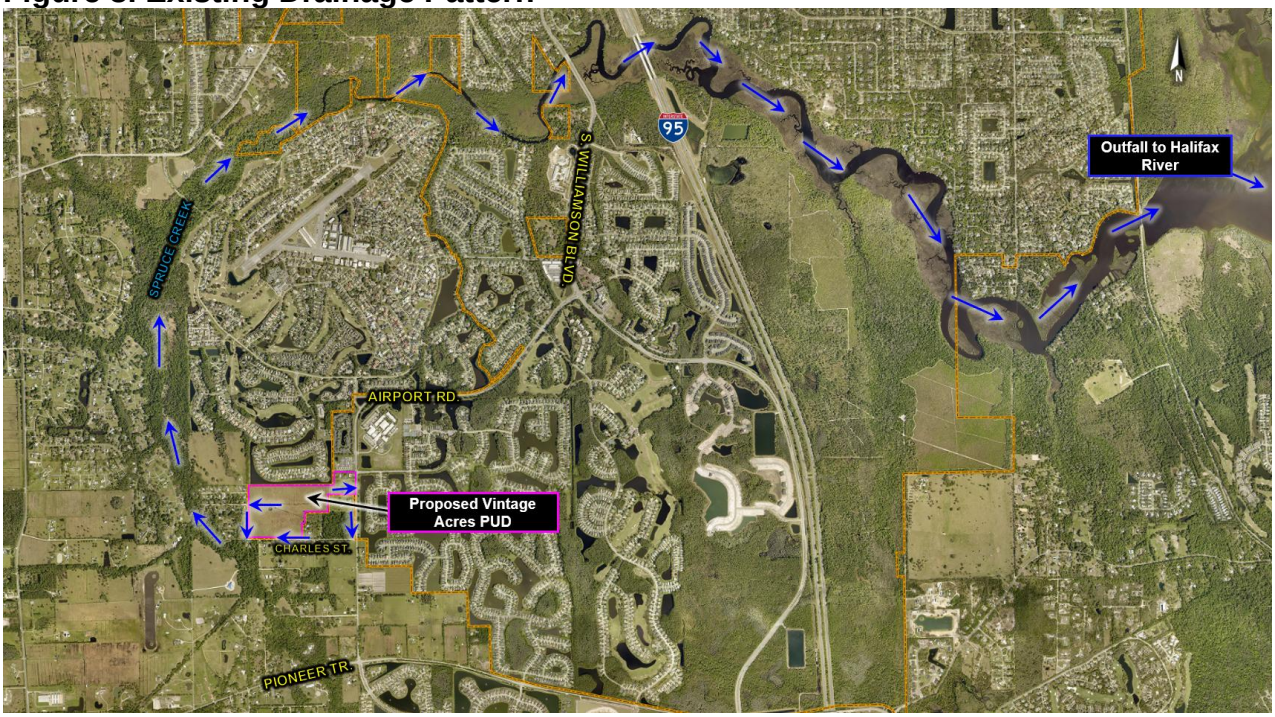
Stormwater Drainage

According to the City's Comprehensive Plan and Land Development Code (LDC), a property must be able to manage stormwater on the subject property after development the same as it does prior to development. Therefore, with the development of the subject property there can be no loss in the ability to hold stormwater or an increase in the total volume of stormwater discharged or the peak flow rate of stormwater discharged from the subject property into the regional drainage system.

In addition to complying with the City's LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

Currently, stormwater on the undeveloped subject property is partially absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County maintained roadway swales along Charles Street, Russell Road, and Airport Road. From there, it flows toward a County-maintained swale at the southwest intersection of Charles Street and Russell Road, then into Spruce Creek, and ultimately discharges into the Halifax River.

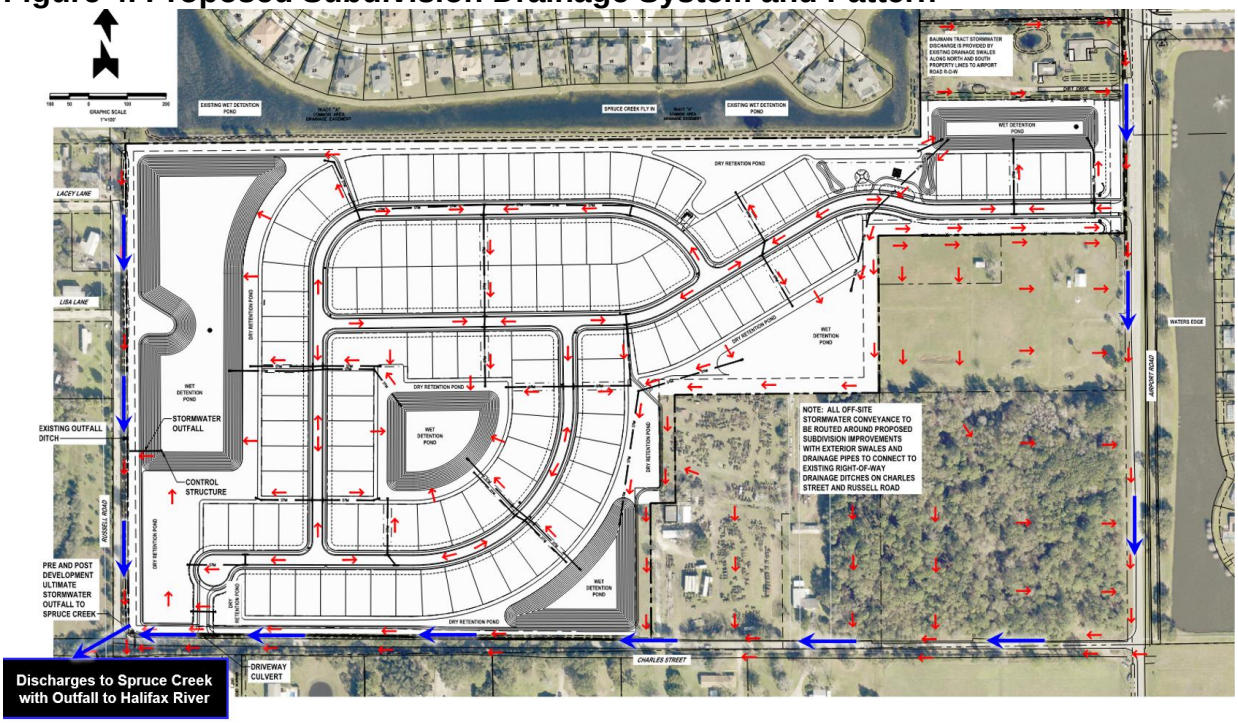
Figure 3. Existing Drainage Pattern



As required by the LDC, any future development of the subject property must include a stormwater system with retention ponds and a control structure to capture and treat runoff before it is discharged into the existing swales along Charles Street, Russell Road, and Airport Road. From there, stormwater will follow the existing drainage path into the Halifax River, consistent with how the subject property currently drains.

To meet the City's stormwater requirements, the development of this site will include several interconnected stormwater ponds that are designed with outfall control structures that slow the discharge of stormwater runoff for the developed subject property into the public drainage system, so the developed subject property discharges stormwater into the regional drainage system at the same volume and discharge rate as it did in the subject property's undeveloped condition, even during major storm events that produce up to 11 inches in 24 hours. According to the National Weather Service and City of Port Orange, over the last 100 years, there have been 4 rain events where the rain event has exceeded 11 inches.

Figure 4. Proposed Subdivision Drainage System and Pattern



Recreation and Open Space

The City has sufficient parkland capacity to support the requested Future Land Use (FLU) designation and the proposed future development of the subject property. The requested FLU designation would require 1.89 acres of parkland, which represents a net increase of 1.58 acres compared to what is required under the current FLU designations. According to the City's 2024 Concurrency Management Report, the city currently maintains a surplus of 66 acres of parkland.

Schools

The Volusia County School District reviewed the proposed Future Land Use (FLU) amendment to assess potential impacts on school capacity. Based on their analysis, the School District determined that there is adequate capacity to accommodate the estimated 30 students expected to be generated by the proposed amendment (see Exhibit 5).

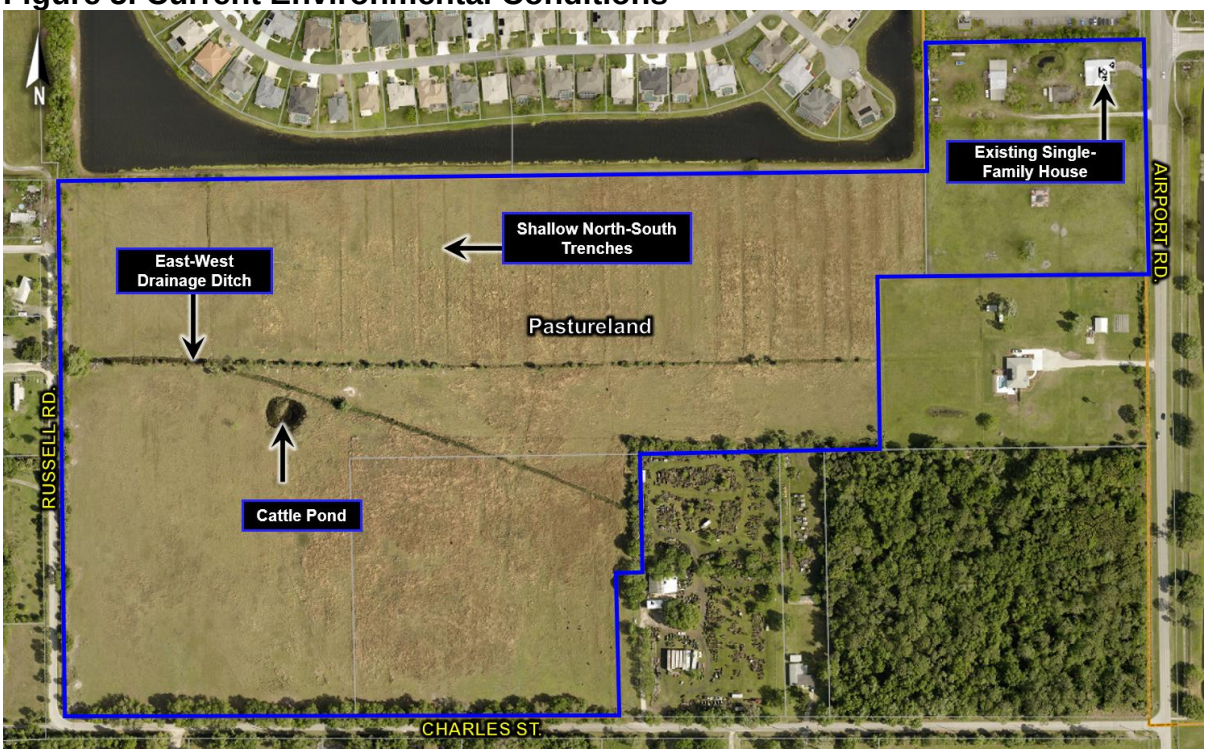
ENVIRONMENTAL CONDITIONS

In July 2024, an environmental analysis was prepared for the subject property by Young Bear Environmental (YBE) Consulting. Prior to any development on the subject property all federal, state, regional, and local environmental protection regulations will need to be met, addressed, or mitigated.

According to the 2024 analysis the 56.53-acre subject property has the following environmental conditions:

- Primarily cleared, improved pastureland, generally flat with a slight downward slope from east to west.
- Contains a number of shallow north-south trenches that connect to a larger east-west drainage ditch and one man-made cattle pond.
- No wetlands were identified.
- The only surface waters on-site are the man-made agricultural ditches and a cattle pond.
- Vegetation consists mainly of native grasses and plants.
- One potentially occupied gopher tortoise burrow was observed and was the only protected species confirmed on site. Prior to any development on the subject property a complete gopher tortoise survey will be required within 90 days prior to construction. If the removal of gopher tortoises is needed, a Florida Fish and Wildlife Commission permit and mitigation payment will be required prior to removal.

Figure 5. Current Environmental Conditions



REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan*.

Staff finding: The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed *Rural Residential* FLU designation for the subject property meets the locational criteria as it is located near Spruce Creek and situated between rural lands and areas of higher density/intensity (see Figure 6).

Figure 6. Adjacent Development and Density

According to the infrastructure impact assessment, adequate capacity exists for sewer, potable water, solid waste, recreation, and schools to accommodate the proposed amendment. As for traffic, only one roadway segment (Pioneer Trail from Airport Road to Turnbull Bay Road) was identified that may be above the adopted level-of-service

standard and as required by the LDC the future subdivision plat and plan for the subject property will be subject to all traffic concurrency regulations requiring adequate public facilities to be provided or to mitigate any impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan.

> *Policy 1.1.3 (Future Land Use Element):* In addition to requirements within Chapter 163, Florida Statutes, the evaluation of amendments to the Future Land Use Map shall be guided by the following criteria and the Goals, Objectives, and Policies of this Plan. Each amendment shall be reviewed on a case-by-case basis. Amendments are expected to be consistent with several, but not necessarily all, criteria below and result in an overall positive impact. The proposed amendment:
>
> A. Contains compatible changes in uses, density, and intensity based on surrounding development and land uses;
> B. Furthers the City's Vision;
> C. Furthers the City's Sustainability Strategies defined in this Element;
> D. Does not violate the locational criteria for the proposed category and the adjacent categories;
> E. Contains environmentally suitable uses, densities, and intensities;
> F. Does not adversely impact water quality and quantity or increase the potential for flooding;
> G. Reduces vehicle miles traveled;
> H. Does not adversely impact the City's transportation network, and the City's Transportation Concurrency Exception Area (TCEA) and furthers the City's mobility strategies;
> I. Will be supported by the necessary infrastructure and public services, and public facilities without reducing levels-of-service below adopted standards;
> J. Will be adequately served with the available water supply, the existing Consumptive Use Permit capacity, and the existing production facilities capacity based on the adopted level-of-service standards;
> K. Reduces or maintains the evacuation times below or within 12 hours; and
> L. Does not contribute to urban sprawl, a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Policy 1.1.1(F) (Future Land Use Element): Rural Transition (0-2 units/acre) - The Rural Transition category includes rural-scale or large-lot (usually 1 to 2 acres) residential development that may also include accessory agricultural uses, based on the appropriate surrounding land use. This land use category should be located near Spruce Creek and its tributaries and situated between Agricultural lands and areas of higher density/intensity. Residential development is limited to no more than two units per acre based on 1) location where environmental factors preclude more intense development; 2) a location that limits the efficient provision of urban level services; and 3) location adjacent to existing large lot development or active agriculture. Where urban services are available, smaller lots of 5,000 s.f. and greater are allowed, as long as sufficient open space and natural areas are preserved so as not to exceed the maximum allowable density.

Policy 2.4 (Future Land Use Element): Consistent with the Transportation Element, the Coastal Zone Management Element, and the Volusia County Emergency Management Division, requests to increase development density and intensity will not be permitted in areas that do not meet required standards for hurricane evacuation, unless the developer mitigates their impact through a method permitted by Section 163.3178(8)(a), F.S. as amended, where such method is approved by the City at the time of the development order.

Policy 2.2.1 (Transportation Element): The City shall continue to review proposed development projects and future land use amendments for transportation concurrency through standards set forth in the LDC.

Objective 1.1 (Housing Element): Housing Supply. The City shall assist the private sector in providing new dwelling units to meet the needs of the existing and projected population of the City that is:
A. Compatible with the identity and character of the area and surrounding properties;
B. Provide options among a variety of housing styles, ownership formats, and housing types (i.e., multi-family, single-family);
C. Cater to a variety of income levels and ages; and
D. Offer a range of housing prices.

Policy 1.1.2 (Housing Element): Public facilities and infrastructure will be coordinated so that they are provided or planned for areas where future housing will be located, as indicated by the Future Land Use Map.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: Compatibility is defined in the comprehensive plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another and stable fashion over time, such that neither use is unduly negatively impacted by the other.

The proposed *Rural Transition* Future Land Use (FLU) designation for the subject property allows a maximum residential density of two units per acre. This density is consistent with, and in some cases lower than, the residential densities of many of the surrounding developed properties to the east, west, and north, which already contain comparable or higher-density residential uses.

Table 6. Density of Adjacent Development

Subdivision or Development Name	Density	Number of Homes or Units	Year Built	Maximum Density Under Current FLU
Vintage Acres (Proposed)	**2 units per acre**	**113**	**N/A**	**2 units per acre**
Spruce Creek Fly-In Subdivision	3 units per acre	1,422	1974-2001	4 units per acre
Whispering Woods Condominium	8 units per acre	104	2000-2003	8 units per acre
Waters Edge Subdivision	2 units per acre	1,206	1997-2010	2 units per acre
Cypress Head Subdivision	1 unit per acre	575	2002-2007	2 units per acre
VC Mobile Home subdivision	2.4 units per acre	48	1977	1 unit per 5 acres/ 0.2 units per acre

As part of the proposed Vintage Acres Planned Unit Development (Case No. PRZA-25-0003), the subdivision will include the following minimum perimeter buffer widths:

- Northerly boundary: 20 feet, except along the common boundary with the Baumann Tract (parcel with existing single-family home to remain)
- Westerly boundary (adjacent to Russell Road): 20 feet
- Southerly boundary (adjacent to Charles Street): 20 feet
- Easterly boundary: 40 feet

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: All public facilities, except for one roadway segment, have adequate capacity to accommodate the proposed FLU amendment and potential increased impacts on infrastructure. Within the overall roadway study area, only the Pioneer Trail roadway segment from Airport Road to Turnbull Bay Road is anticipated to be above the adopted level-of-service standard and as with all development, the future subdivision plat and plan for the subject property will be subject to all concurrency regulations requiring adequate transportation facilities to be provided to mitigate the impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

According to the City's Comprehensive Plan and Land Development Code (LDC), a property must be able to manage stormwater on the subject property after development as it does prior to development or in its current undeveloped condition. Therefore, with the development of the subject property there can be no loss in the ability to hold

stormwater or an increase in the volume of stormwater discharged or the rate stormwater is discharged into the regional drainage system.

In addition to complying with the City's LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours*.

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone. As a result, the proposed amendment will not negatively affect hurricane evacuation clearance times for populations within the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl*.

Staff finding: The proposed amendment does not promote urban sprawl. According to the City's Comprehensive Plan, the *Rural Transition* Future Land Use (FLU) designation is a low-density category designed to serve as a buffer between rural areas and more developed neighborhoods. The subject property is located along an arterial roadway (Airport Road), is served by existing public infrastructure (water and sewer), and is within walking distance of a school (approximately 0.2 miles), a city park (approximately 0.7 miles), and a fire station (approximately 0.6 miles).

According to the Infrastructure Impact Assessment on page 5, adequate capacity exists for potable water, sanitary sewer, solid waste, parkland, and public schools to support the proposed amendment.

Regarding transportation, the segment of Pioneer Trail from Airport Road to Turnbull Bay Road is anticipated to exceed the adopted level-of-service standard in 2029. As with all subdivision developments, the future subdivision plat will be subject to traffic concurrency requirements at the time of development, ensuring that adequate public facilities are provided to mitigate any traffic impacts from the development.

PUBLIC NOTICE

Public Notice signs were posted on the subject property on August 1, 2025. As of September 19, 2025, staff has received phone calls or emails from thirteen (13) individuals requesting general information about the proposed Future Land Use (FLU) amendment and related rezoning. The primary concerns raised included avoiding vehicular access onto Charles Street or Russell Road, and potential drainage impacts.

The applicant held a neighborhood meeting on September 4, 2025, at 6:00 p.m. at the Country Inn & Suites, located at 5802 Journey's End Way. Approximately 45 residents attended the meeting. According to the applicant's meeting summary (see Exhibit 6),

the main questions and concerns raised by attendees included drainage, school capacity, and pedestrian safety.

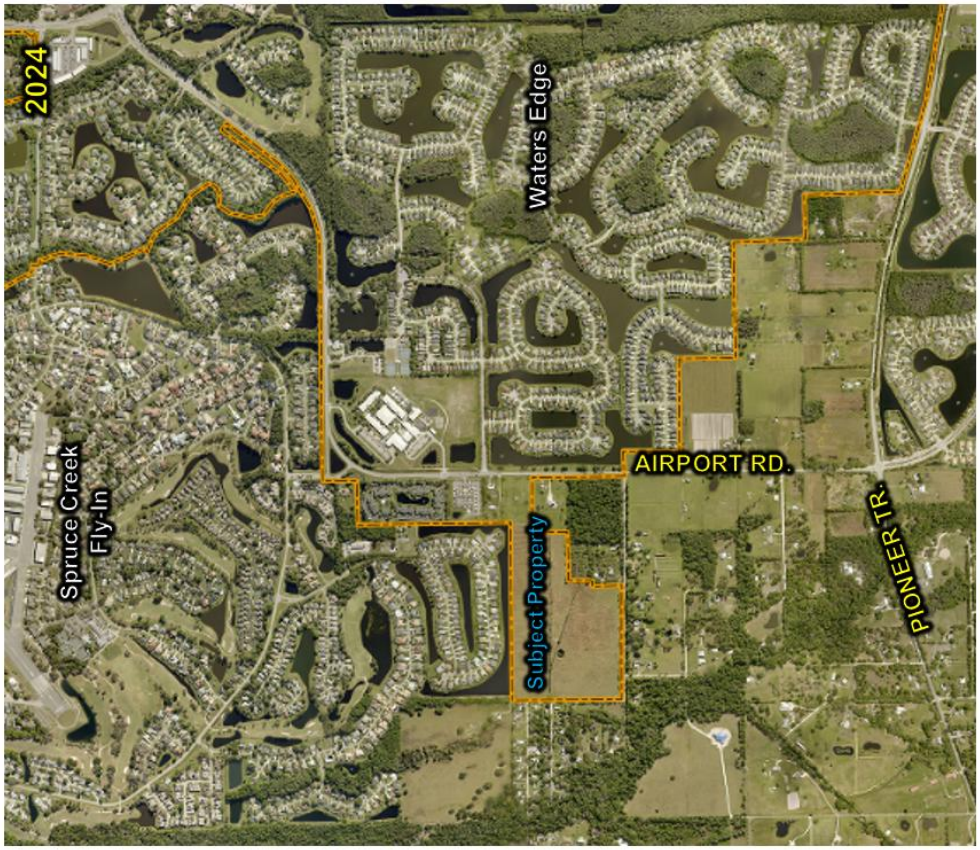
STAFF RECOMMENDATION

Staff recommends approval of the requested amendment to the City's Future Land Use Map and recommends transmittal of the amendment to the State Land Planning Agency, the Volusia Growth Management Commission, and all other required review agencies for formal review and comment.

ATTACHMENTS

Exhibit 1 – Aerial Images of Property – Comparison from 1978 to 2024
Exhibit 2 – Current and Proposed Future Land Use Map
Exhibit 3 – Current and Proposed Zoning Map
Exhibit 4 – SJRWMD Potable Water Availability Worksheet
Exhibit 5 – School District Review Letter
Exhibit 6 – Applicant's Neighborhood Meeting Summary

Exhibit 1 - Aerial images of Property



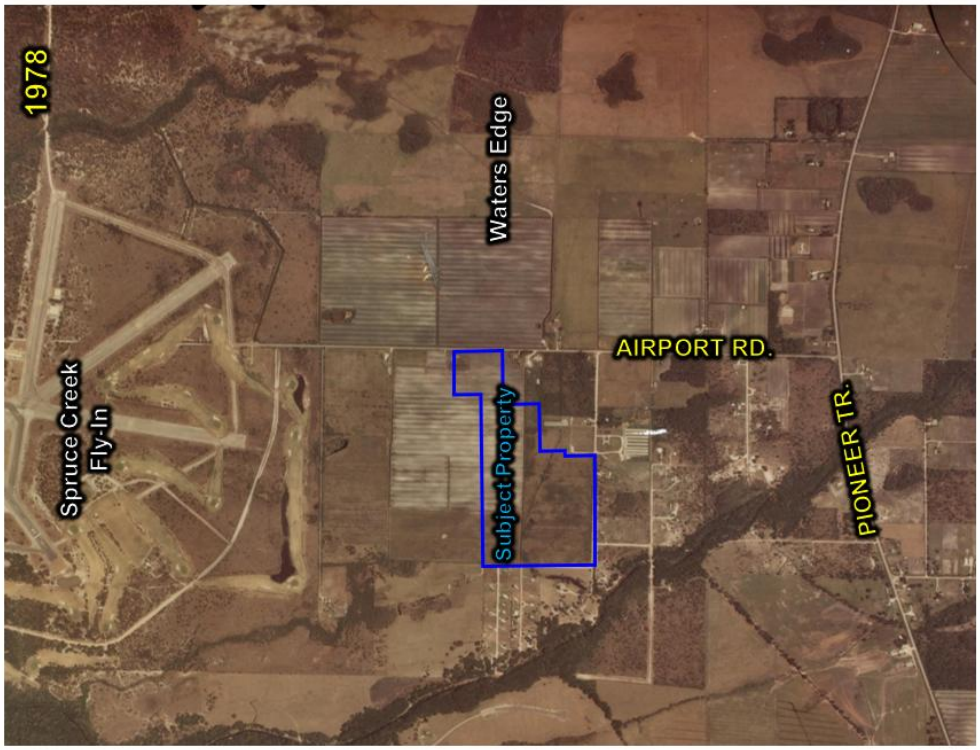


Exhibit 2

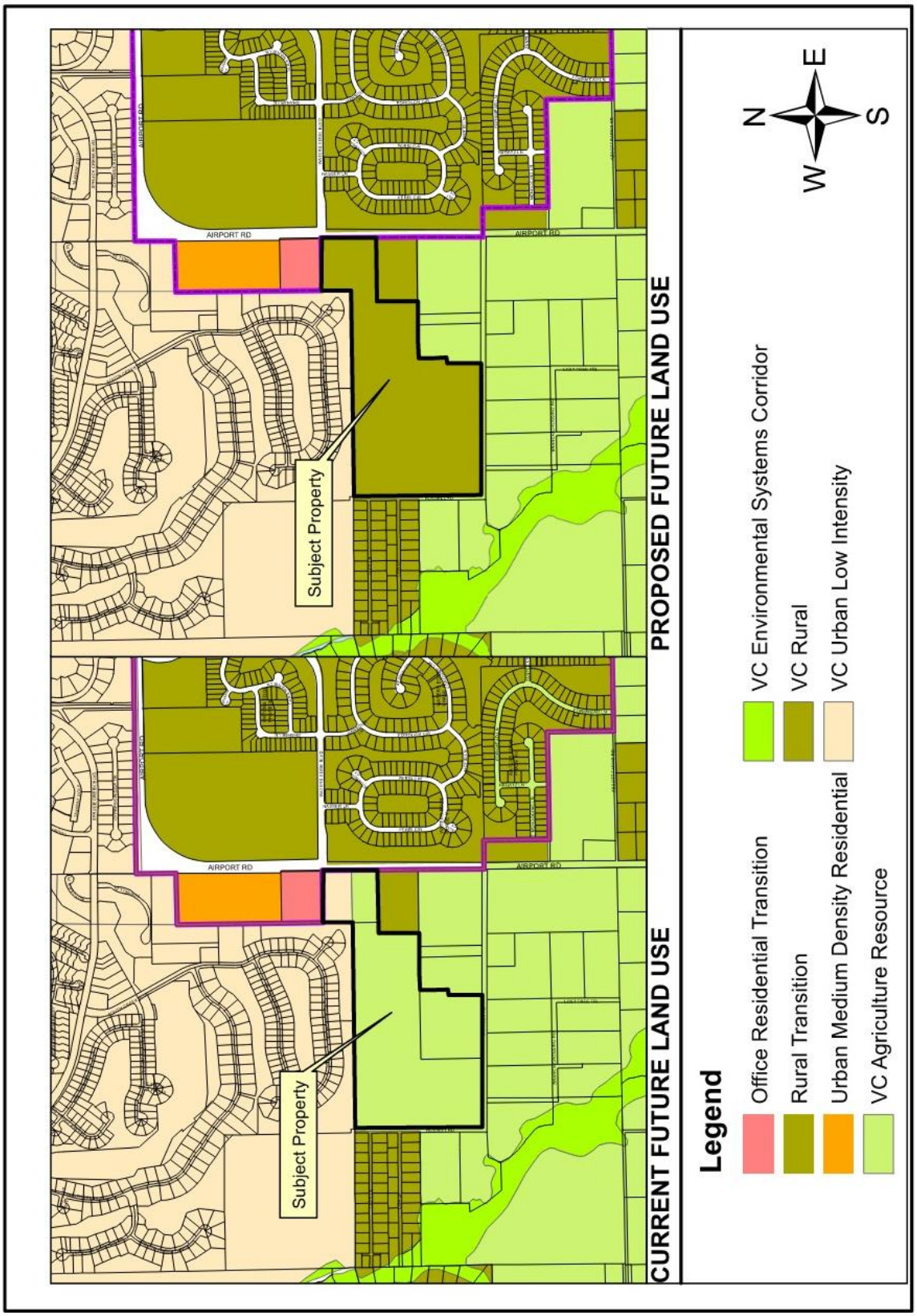

Subject Property
AIRPORT RD
CURRENT FUTURE LAND USE
Subject Property
AIRPORT RD
PROPOSED FUTURE LAND USE
Legend
Office Residential Transition
Rural Transition
Urban Medium Density Residential
VC Agriculture Resource
VC Environmental Systems Corridor
VC Rural
VC Urban Low Intensity
N
E
S
W

Exhibit 3

Subject Property
AIRPORT RD
AIRPORT RD
Subject Property
AIRPORT RD
AIRPORT RD
CURRENT ZONING
PROPOSED ZONING
Legend
Government/Public Use
Planned Unit Development
VC Agricultural
VC Resource Corridor
VC Planned Unit Development
VC Mobile Home
N
E
S
W

EXHIBIT 4

St. Johns River Water Management District
Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: 9-18-25

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595-7 Expiration date: 2/14/43

Total CUP duration (years): 20

CUP allocation in last year of permit: 7.33 MGD

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments

Reserved capacity: .043 MGD (Based on a estimated 236 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.82 MGD - based on 43,439 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	7.33
B. Consumption in the previous calendar year:	6.65
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	0.18
D. Projected consumption by proposed comprehensive plan amendment areas	0.17
E. Amount available for all other future uses (A – B – C – D = E):	0.33

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at ***http://www.sjrwmd.com/programs/outreach/local_gov/***

EXHIBIT 5

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chair
Mr. Ruben Colón, Vice Chair
Ms. Krista Goodrich
Mrs. Jessie Thompson
Ms. Donna Brosemer

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

August 15, 2025

Mr. A. Joseph Posey, Jr, Esq
Storch Law Firm
420 S Nova Rd
Daytona Beach, FL 32114

RE: Vintage Acres – City of Port Orange
School Concurrency Case # 25-07-24-001-A

Mr. Posey:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff have reviewed the school concurrency application for the proposed project known as Vintage Acres, associated with 56.5 +/- acres of property. The property is located at or near the intersection of Airport Rd and Charles St within Port Orange city limits. Information provided in the application indicates the proposed project would provide one hundred thirteen (113) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate thirty (30) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	113	30
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		**113**	**30**

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Cypress Creek Elementary	762	115%	No	10
Creekside Middle	1,148	105%	No	5
Southeast CSA (New Smyrna Beach High)	1,706	104%	No	8
Other				7

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, the concurrency service area (CSAs) for Cypress Creek Elementary and Creekside Middle are over 100% but at or below 115% for level of service (LOS) standards. Likewise, the CSA for New Smyrna Beach High is over 100% but below 120% for LOS standards. Based on this, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the currently assigned schools.

Should you need additional information, please contact me at (386) 734-7190, ext. 50802.

Sincerely,

James F. Roberts

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Patricia S. Smith, AICP, Planning Coordinator
Penelope Cruz, AICP, Planning Manager, City of Port Orange

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Vintage Acres
VCSB Project #	**25-07-24-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7201-00-00-0014; 7201-00-00-0010; 7201-00-00-0016
Project Location	Airport Rd and Charles St
Potential Residential Units	113 Single Family Homes
Property Owner/Applicant	A. Joseph Posey, Jr, Esq Storch Law Firm

Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

August 15, 2025
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Vintage Acres

VOLUSIA COUNTY SCHOOLS
PLANNING AND BUSINESS SERVICES

Created July 2025

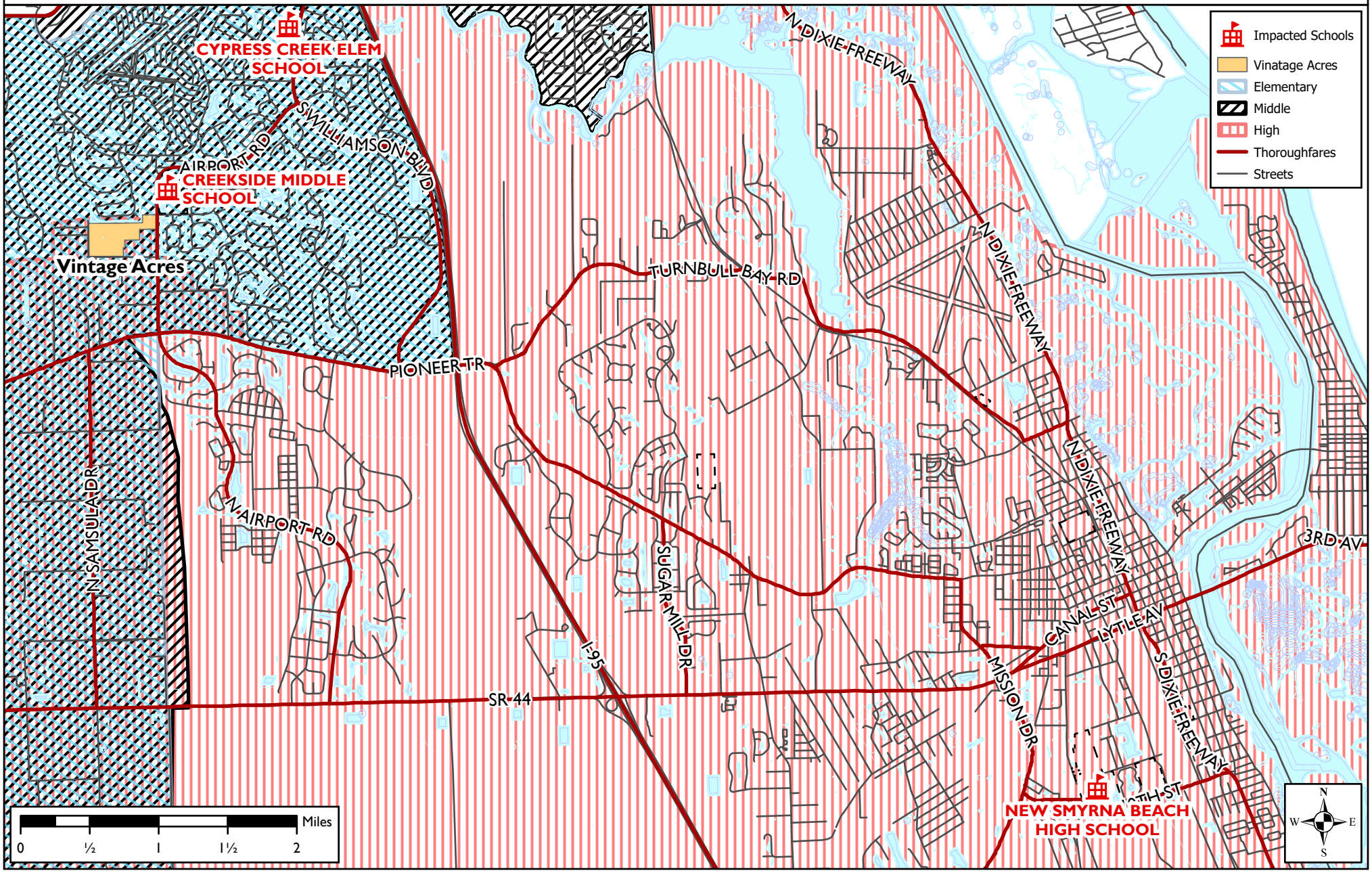


EXHIBIT 6

SUMMARY OF NEIGHBORHOOD MEETING FOR VINTAGE ACRES

A neighborhood meeting was held at the Country Inn & Suites, located at 5802 Journey's End Way, Port Orange, FL 32127, on September 4, 2025, at 6:00 P.M. to discuss the applications submitted by the Storch Law Firm on behalf of the property owners for Parcel Nos. 720100000014, 720100000010, and 720100000016. The applications include a request to rezone the subject properties to a Residential Planned Development and a Future Land Use Amendment to Rural Transition. In attendance at the meeting were Glenn D. Storch and A. Joseph Posey of the Storch Law Firm, attorneys for the developer; Harry Newkirk of Newkirk Engineering, the project engineer; and Jim Paytas, Trey Paytas, and Justin Vanlandingham, the contract purchaser and builder for the project. Approximately 45 area residents and neighbors were present. A sign-in sheet was provided; however, the number of attendees made it difficult to maintain orderly use of the sheet, and it was ultimately not utilized. However, all those in attendance were asked to provide contact information if they wanted additional information. Most attendees appeared to be from the neighboring subdivision to the north and the mobile home park to the west, with some representation from the subdivision to the east and the parcels to the south.

Mr. Paytas began the meeting by giving an introductory presentation about the project and his company. Mr. Storch and Mr. Paytas then explained the details of the design and features of the proposed development, Vintage Acres. There were a few comments provided prior to the meeting by area residents, with regard to drainage and the environment, and those comments were echoed by questions from those in attendance. A full-size concept plan and highlights for the project were on display before, during, and after the meeting so that attendees could see a graphic depiction of the development. After finishing the presentation for the project, Mr. Storch and Mr. Paytas moved to questions: the questions included:

1. Residents raised concerns about the property being under an existing flight path and the possible noise impact on future homeowners.
2. Questions were asked about how the development will manage nutrients and stormwater runoff to protect local water quality.
3. Concerns were expressed about water discharge into nearby canals and clarification was requested on who owns and maintains the existing canal system.
4. Residents inquired about how much fill would be required to raise the project site and how that might affect surrounding properties.
5. A request was made to consider adding a crosswalk, given the nearby school and the potential increase in foot traffic.
6. Attendees questioned whether local schools have sufficient capacity to accommodate additional students from the proposed development.
7. Clarification was sought regarding who is responsible for maintaining the nearby creek and whether it falls under state or county jurisdiction.
8. Numerous concerns were raised about flooding, especially in light of past hurricane events and the known issues with the creek’s performance during storms.
9. Residents asked about potential flood risks, particularly regarding impacts on adjacent neighborhoods.
10. Resident from the west mentioned that she now is finding it hard to get homeowners insurance on her manufactured home, in which she mentioned the letter for our project came out right around the time she was informed of

insurance issues. In addition, the resident also told us that her flooding comes from the creek rising, not from the direction of our proposed project.

Mr. Newkirk addressed the design questions related to drainage and traffic. The question-and-answer session for the project continued for about an hour.

Many residents expressed skepticism about the project's potential impacts, particularly those living in the communities to the west and north of the proposed site. There were many comments concerning flooding. All attendees were encouraged to contact the Storch Law Firm with any additional questions or feedback following the meeting. The meeting ended at approximately 7:10 P.M.

Business Impact Estimate

This form should be included in 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. 2025-26 – 25-1 Large-Scale Comprehensive Plan Amendment/Vintage Acres (Case No. CPAM-25-0001)

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 law[1] 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 ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. 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 applicant is requesting to change the FLU map designation of ±52.96 acres of Volusia County Agriculture Resource (1 unit/10 acres) and ±3.57 acres of Volusia County Urban Low Intensity (0-4 units/acre) to City of Port Orange Rural Transition (0-2 units/acre). According to the City's Comprehensive Plan, the Rural Transition FLU designation is intended for lands near Spruce Creek and tributaries of Spruce Creek, particularly where properties lie between agricultural uses and established residential neighborhoods. Residential development under the Rural Transition designation is limited to no more than 2 dwelling units per acre.

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 useful[2] (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 10/21/2025

SUBJECT: (G21) First Reading - Ordinance No. 2025-27 - Planned Unit Development (PUD) Rezoning and Vintage Acres PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-25-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

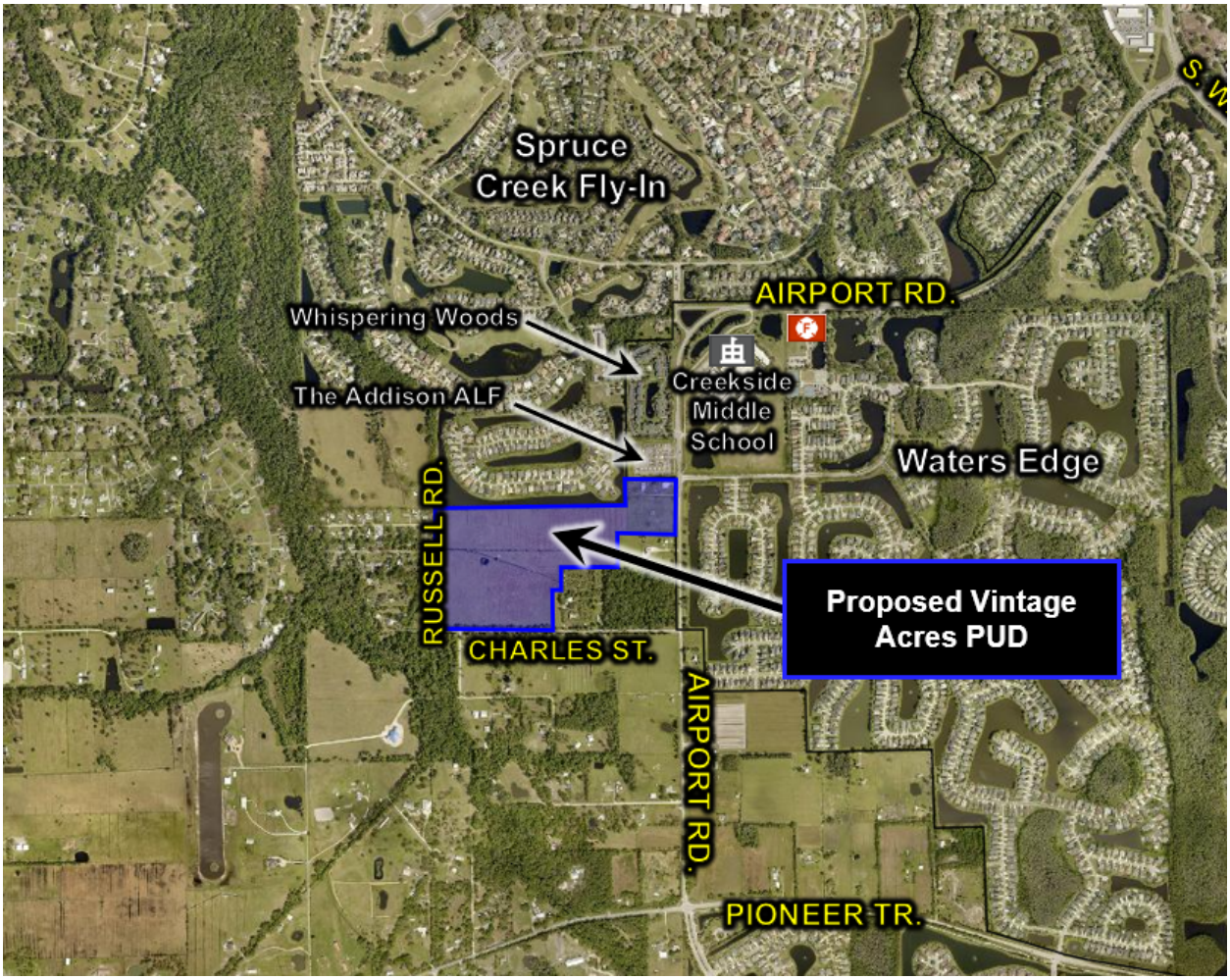
RECOMMENDED MOTION: Move to approve Ordinance 2025-27.

SUMMARY: Planning Commission Action (9/25/25): Recommended Approval (4-0-1), subject to updating the Vintage Acres Planned Unit Development (PUD) Master Development Agreement (MDA) to:

- Require the Homeowners Association (HOA) Covenants for the Vintage Acres Subdivision to acknowledge the existing flight paths and noise from the nearby Spruce Creek Fly-In airport.
- Require the developer to post a 30-year bond to cover all maintenance costs associated with the Vintage Acres Subdivision's stormwater management system, in the event the HOA fails to do so.

The MDA has been revised to include the two items listed above.

The applicant’s proposed Vintage Acres Planned Unit Development (PUD) is for a ±56.53-acre property, located on the west side of Airport Road, north of Charles Street. Most of the property consists of cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner. Based on aerial imagery available to staff, the subject property has been cleared pastureland since at least 1978. According to the environmental report completed by Young Bear Environmental (YBE) Consulting in 2024, there are no wetlands.



Location Map of the proposed Vintage Acres PUD

The ±56.53-acre subject property was annexed into the City of Port Orange in June 2025. As discussed during the public hearings for the annexation, the next steps, as required by Florida Statutes, involve assigning a City Future Land Use (FLU) designation and a corresponding City zoning classification. The applicant's proposed PUD zoning application requests the establishment of a City zoning designation consistent with what was outlined in the annexation staff report and public hearing discussions.

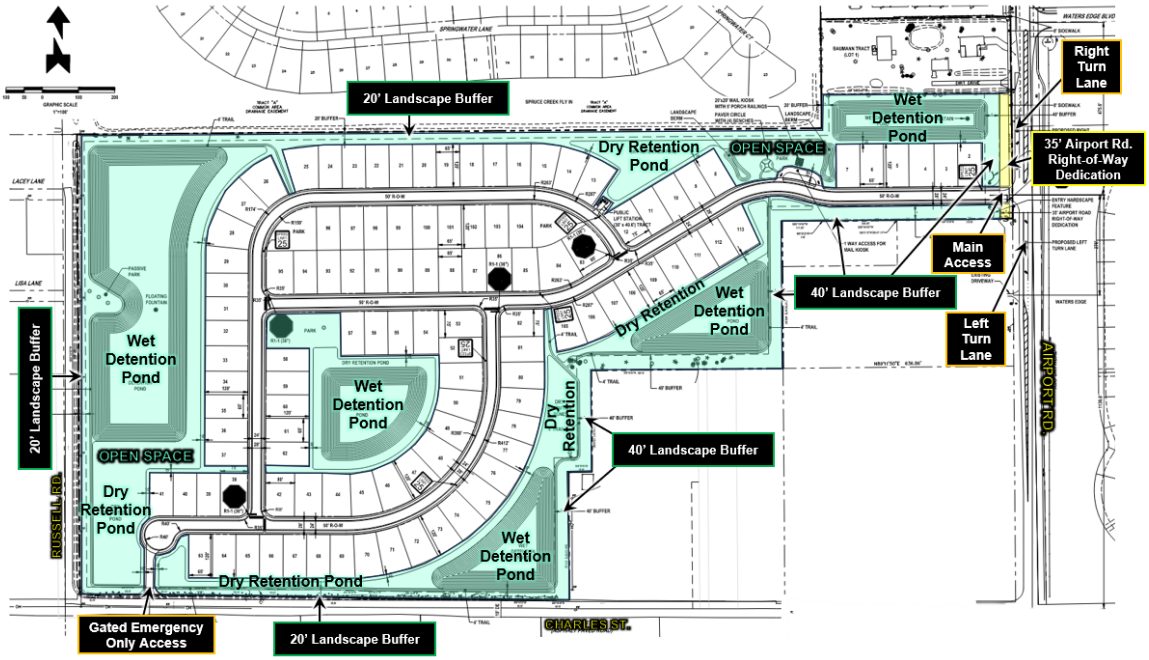
The applicant is requesting the following with the proposed Vintage Acres PUD zoning application:

- Rezone approximately ±52.96 acres of Volusia County A-1 (Prime Agriculture) and ±3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD), and
- Establish the Vintage Acres Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the entire ±56.53-acre PUD site.

If approved, the proposed Vintage Acres PUD would allow for the development of a 113 single-family lot subdivision, with a density of approximately 2 dwelling units per acre.

The applicant would then be required to prepare and submit formal engineered subdivision plans that comply with the requirements of the MDA, CDP, and Land Development Code (LDC), such as grading, stormwater drainage improvements, type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other subdivision infrastructure requirements. The subdivision plans will also need to comply with all applicable State and regional permitting requirements from the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County. At the time a PUD is requested, subdivision plans are not required to be prepared or submitted.

The proposed Vintage Acres CDP shows the general location of the single-family home lots, stormwater/drainage improvements, main public access point from Airport Road, emergency access point from Charles Street, sidewalks, open space areas, public roads, and tree preservation areas, and the Vintage Acres MDA establishes that the development will comply with all City regulations in the LDC, such as, stormwater, landscaping, tree preservation, roadways, traffic, utilities, etc. along with more stringent requirements listed in the MDA for stormwater and open space.



Graphic of the Proposed Vintage Acres Conceptual Development Plan

Traffic: Although the LDC does not require a Traffic Impact Analysis (TIA) for a PUD rezoning, a Traffic Memorandum was prepared by the applicant's traffic engineering firm, LTG Engineering & Planning. According to the Traffic Memorandum, if the PUD is developed at the maximum density of 113 single-family homes, it could potentially generate approximately 111 PM peak hour trips and 1,29 daily trips. In the Traffic Memorandum prepared, only one roadway segment (Pioneer Trail from Airport Road to Turnbull Bay Road) was identified that may be above the adopted level-of-service standard. Based on the anticipated trip distribution for the proposed vehicle trips, the subdivision is anticipated to add trips on Pioneer Trail due to vehicles accessing I-95 at the Pioneer Trail interchange, while reducing trips on Williamson Boulevard to access I-

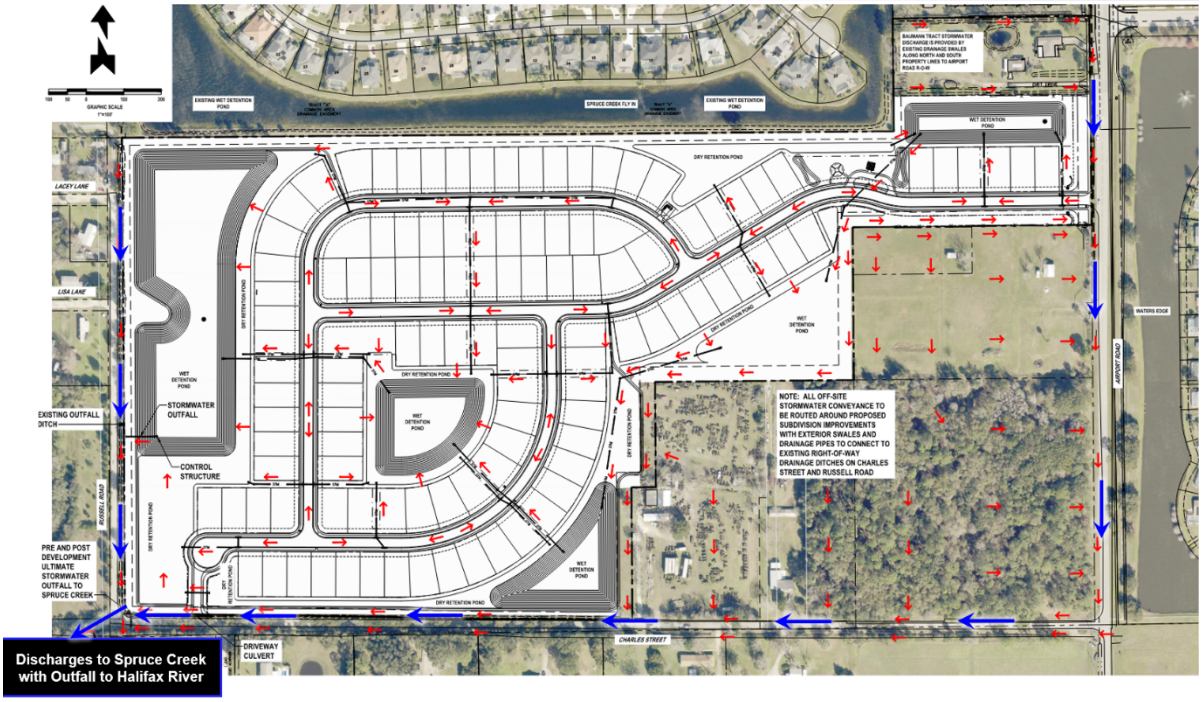
95 at the Dunlawton interchange.

As required by the Land Development Code and Florida Statutes, and if the PUD is approved, a future subdivision project on the subject property will be subject to all traffic concurrency regulations requiring adequate public facilities to be provided or to mitigate any impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

Stormwater Drainage: Currently, stormwater on the undeveloped subject property is partly absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County-maintained roadway swales along Charles Street, Russell Road, and Airport Road. From there, it flows toward a County-maintained swale at the southwest intersection of Charles Street and Russell Road, then into Spruce Creek, and ultimately discharges into the Halifax River.

According to the City's LDC, the applicant will be required to construct on-site stormwater facilities designed to accommodate and treat a 100-year, 24-hour storm event (approximately 11 inches of rain over a 24-hour period). In addition to meeting the requirements in the LDC, the stormwater system will also be required to meet the stormwater requirements of the St. Johns River Water Management District, the Department of Environmental Protection (DEP), and Volusia County.

According to the applicant, the Vintage Acres MDA includes stormwater requirements that exceed the City's current LDC requirements. Specifically, the MDA requires the stormwater system to reduce the peak flow rate stormwater can leave the site and the total volume of water that drains off the site by an additional 25% beyond the current requirements in the LDC. According to the project engineer for the Vintage Acres PUD, to meet this higher standard for this PUD, the stormwater ponds for this subdivision will need to be larger and have additional capacity to store more stormwater on-site than required by the LDC for a design storm event (approximately 13.75 inches of rain over a 24-hour period). Therefore, more of the subject property will be set aside for stormwater storage than would be required under the LDC for a designed storm event. The added stormwater pond capacity is to hold more stormwater on-site, reducing the amount of stormwater leaving the property during major storm events and going into the public drainage system (swales along Airport Road, Charles Street, and Russell Road, Spruce Creek, and Halifax River). According to the project engineer, residential developments surrounding the subject property were developed using drainage standards that are either the same as or less stringent than those required by the PUD.



Graphic that shows the Subdivision Drainage System and Discharge Pattern

Open Space: According to the LDC, the proposed PUD is required to establish 60% or ±33.9 acres of the ±56.53-acre PUD as open space (undeveloped land, stormwater ponds, landscape buffer areas, and active and passive recreation space). The proposed PUD establishes ±36.9 acres, or 65% of the PUD, as open space. Therefore, the proposed PUD provides ±3 acres more open space than required by the LDC. According to the applicant, the additional open space provided will be used to expand the stormwater pond to meet the higher stormwater standard established in the MDA.

There are no policy deviations requested as part of this PUD request. The proposed PUD rezoning is consistent with the proposed Comprehensive Plan amendment being processed concurrently for the subject property (See Case No. CPAM-25-0001).

Public Notice signs were posted on the subject property on August 1, 2025. The applicant also held a neighborhood meeting on Thursday, September 4, 2025, at 6:00 p.m. at the Country Inn & Suites, located at 5802 Journey's End Way. Approximately 45 residents attended the meeting. According to the applicant's meeting summary, the main questions and concerns raised by attendees included drainage, school capacity, and pedestrian safety.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-27 with exhibits	Ordinance No. 2025-27 with exhibits.pdf
2.	Vintage Acres Master Development	Vintage Acres Master Development

	Agreement and CDP	Agreement and CDP.pdf
3.	STAFF REPORT	STAFF REPORT .pdf
4.	Revised Business Impact Estimate - ORD 2025-27 - PRZA-25-0003	Revised Business Impact Estimate - ORD 2025-27 - PRZA-25-0003.docx

Penelope Cruz	Created/Initiated - 09/26/2025
Tim Burman	Approved - 10/02/2025
Shannon Balmer	Approved - 10/07/2025
Wayne Clark	Final Approval - 10/07/2025

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±56.53 ACRES CONSISTING OF ±52.96 ACRES OF VOLUSIA COUNTY A-1 (PRIME AGRICULTURE) AND ±3.57 ACRES OF VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO CITY OF PORT ORANGE PLANNED UNIT DEVELOPMENT (PUD) AND ESTABLISHING THE VINTAGE ACRES MASTER DEVELOPMENT AGREEMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±56.53 acres, consisting of ±52.96 acres of Volusia County A-1 (Prime Agriculture) and ±3.57 acres of Volusia County A-2 (Rural Agriculture), to City of Port Orange Planned Unit Development (PUD) for property generally located north of Charles Street and west of Airport Road; and

WHEREAS, the City and Developer desire to enter into The Vintage Acres Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") (hereinafter referred to as the "Vintage Acres PUD"); and

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for the Vintage Acres PUD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed the Vintage Acres Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby

rezone approximately ±56.53 acres, consisting of ±52.96 acres of Volusia County A-1 (Prime Agriculture) and ±3.57 acres of Volusia County A-2 (Rural Agriculture), to City of Port Orange Planned Unit Development (PUD) for property generally located north of Charles Street and west of Airport Road, more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize, and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Vintage Acres Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said Vintage Acres Master Development Agreement ("MDA") on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective coincident with the effective date of Ordinance No. 2025-26.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

PROJECT NO. PRZA-25-0003
[CA8591]

Exhibit 1
Legal Description

THAT PART OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1710 FEET AND EXCEPT THE EAST 25 FEET IN ROAD. AND THE NORTH 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 25 FEET IN ROAD. ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°17'40"W ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 50' ROAD AS LAID OUT AND NOW IN USE) AND THE POINT OF BEGINNING; THENCE S00°41'24"E ALONG SAID WESTERLY RIGHT OF WAY LINE 253.26 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S89°10'44"W, 319.15 FEET TO THE EAST LINE OF THE NORTHERLY 126 FEET OF SOUTH 406 FEET OF THE WESTERLY 317.5 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 SAID SECTION 1; THENCE S00°57'33"E ALONG SAID EAST LINE 1.00 FEET; THENCE DEPART SAID EAST LINE S89°01'32"W, 205.45 FEET; THENCE N00°58'28"W, 1.55 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°10'44"W ALONG SAID SOUTH LINE 0.41 FEET TO THE WEST LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE N00°40'39"W ALONG SAID WEST LINE 254.32 FEET TO THE WEST LINE OF EAST 550 FEET OF SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST EXCEPT THE NORTHERLY 1710 FEET; THENCE N00°50'04"W ALONG SAID WEST LINE 299.64 FEET TO THE NORTH LINE EAST 550 FEET OF THE SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT THE NORTHERLY 1710 FEET; THENCE N88°54'23"E ALONG SAID NORTH LINE 524.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFORE SAID AIRPORT ROAD; THENCE S00°59'46"E ALONG SAID WESTERLY RIGHT OF WAY LINE 303.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 291,595 SQ. FT. OR 6.694 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE LOCALY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, SAID CORNER BEING A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PLS #4722; THENCE N89º17’40”E, ALONG THE NORTH LINE OF SAID SECTION 1, 40.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 1, N89º17’40”EAST, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00º40’39”E, 254.34 FEET; THENCE S89º10’44”W, 111.65 FEET; THENCE S00º39’34”E, 406.64 FEET; THENCE S89º11’50”W, 1,224.42 FEET; THENCE S00º37’28”E, 619.13 FEET TO THE NORTHERLY RIGHT OF WAY OF CHARLES STREET, SAID RIGHT OF WAY BEING PRESCRIPTIVE ACCORDING TO THE DEPARTMENT OF ENGINEERING, VOLUSIA COUNTY FLORIDA, DRAWING NUMBER P-26 1687-1-2 DATED OCTOBER 5, 1978 WITH A VARIABLE WIDTH; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES, N87º58’36”W, 38.96 FEET; THENCE N89º45’10”W, 100.06 FEET; THENCE N88º36’27”W, 100.05 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE S89º57’38”W, 100.01 FEET; THENCE N89º23’01”W, 100.00 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE N89º56’20”W, 82.84 FEET TO THE EASTERLY RIGHT OF WAY OF RUSSELL ROAD, SAID RIGHT OF WAY BEING 40.00 FEET IN WIDTH; THENCE DEPARTING AFORE MENTIONED RIGHT OF WAY OF CHARLES STREET AND ALONG SAID EASTERLY RIGHT OF WAY OF RUSSELL ROAD, N00º34’09”W, 1,267.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,757,703 SQUARE FEET, OR 40.35 ACRES

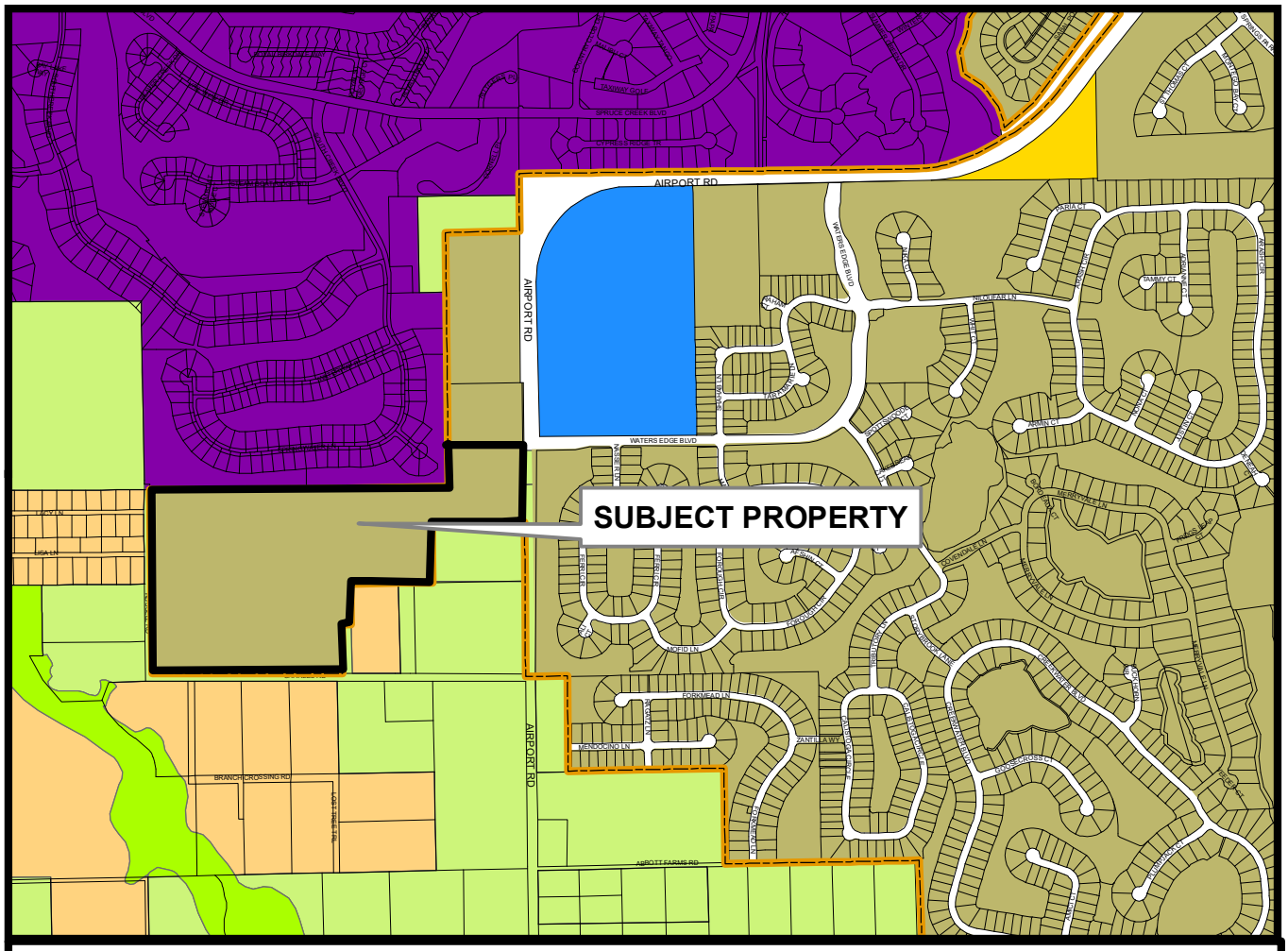
TOGETHER WITH

THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, TOGETHER WITH A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST LESS THAT PORTION IN CHARLES STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°03'39"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1257.11 FEET; THENCE DEPART SAID SOUTH LINE N00°35'58"W, 29.58 FEET TO THE NORTH RIGHT OF WAY LINE OF CHARLES STREET (PRESCRIPTIVE R/W WIDTH VARIES PER VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, DRAWING No. P26 1687-1-2) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES, S89°40'29"W, 69.18 FEET; THENCE N89°40'23"W, 99.89 FEET; THENCE N89°10'47"W, 100.01 FEET; THENCE S89°40'27"W, 100.00 FEET; THENCE N89°10'48"W, 100.00 FEET; THENCE N89°48'37"W, 99.94 FEET; THENCE N87°58'36"W, 61.07 FEET TO THE WEST LINE OF THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1; THENCE N00°37'28"W ALONG SAID WEST LINE 619.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE N89°11'50"E ALONG SAID NORTH LINE 694.68 FEET TO THE EAST LINE 0F NORTHERLY 281.71' OF THE WEST 35 FEET OF THE EASTERLY 1227 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE S00°41'29"E ALONG SAID EAST LINE 279.63 FEET; THENCE DEPART SAID EAST LINE S88°59'54"W, 64.90 FEET; THENCE S00°35'58"E, 351.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

EXHIBIT "2"



Legend

- VC Agricultural
- VC Resource Corridor
- VC Planned Unit Development
- VC Mobile Home
- Government/Public Use
- Planned Unit Development
- R-3L Multi-Family Residential

Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S

EXHIBIT "3"

VINTAGE ACRES PLANNED UNIT DEVELOPMENT PUD
MASTER DEVELOPMENT AGREEMENT

This Vintage Acres Planned Unit Development ("PUD") Master Development Agreement ("MDA") is entered into by and between the **City of Port Orange**, a Florida municipal corporation (the "City"), and **Bank of America, N.A., as Successor Trustee of the Joyce E. Tumblin Trust Dated October 16, 1998, Stetson University Inc., Andrea Baumann and Beth Anne Burnett,** (collectively, the "Owners"), including their successors and assigns (collectively the "Parties"), hereby covenant and agree, and bind their successor and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "Vintage Acres", involves approximately +/- 56.529 acres of land which is legally described on Exhibit A attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of the Owners, signatories to this Agreement. This Agreement between the City and the Owners shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Vintage Acres PUD provides for a single-family detached residential development that protects the low-density and transitional character of the area. The Property will be subdivided into a maximum of one hundred and thirteen (113) single-family, detached dwelling units, with buffers that ensure the project is compatible with the surrounding, existing neighborhoods. All single-family lots will be privately owned.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Vintage Acres PUD, The MDA and the Conceptual Development Plan ("CDP"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of public roads, lots, amenities,

and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirement, the applicable City ordinances in effect at the time of development, as defined by the City of Port Orange Land Development Code ("LDC") shall control. The parties acknowledge that compliance with the City's LDC may necessitate modification to the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval. If the Owners are not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owners may appeal the decision pursuant to the LDC.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential purposes and developed as a residential community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of one hundred and thirteen (113) single-family, detached dwelling units, for a maximum of 2.0 dwelling units per acre. When considered in light of other housing and community choices in the vicinity, the Vintage Acres PUD will provide for a compatible

residential low-density development consistent with surrounding land use pattern. Furthermore, Vintage Acres PUD will serve as a transitional development density with a layout designed to preserve the rural character of the land to the west and south of the Property and complement the character of the existing residential subdivisions in the vicinity to the Vintage Acres PUD.

The PUD will have an overall density of 2.0 dwelling units per acre which is consistent with the density requirements of the "Rural Transition (0 to 2 Units per acre)" Future Land Use designation of the Property. This design also provides for a compatible transition between the varying densities of the surrounding properties.

B. **Dimensional Requirements**

Lot dimensions and configurations within the Property are generally depicted on the CDP with the Property being divided into the Vintage Acres Tract and the Baumann Tract respectively. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit "B" may be adjusted during the final subdivision process; however, the Baumann Tract shall remain one subdivided lot.

The total number of residential units in the development shall not exceed 113 dwelling units or a gross project density of 2.0 dwelling units per acre.

<u>Vintage Acres Tract Development Requirements</u>

1. Single Family Lot

   a. Setbacks

      i. Front: 25 feet (Dwelling building)
         20 feet (Porch)

      ii. Side Corner: 25 feet (Dwelling building)
         20 feet (Porch)

iii. Rear: 20 feet

iv. Side: 5 feet

b. Minimum Lot Size

i. Width: 65 feet

ii. Depth: 120 feet

iii. Area: 7,800 square feet

c. Maximum Building Height: 35 feet (measured from the grade to the mid-point of the trusses)

d. Minimum Open Space: 30% per lot

e. Maximum Impervious Area: 70% per lot

f. Minimum Living Area: 1,850 square feet

g. Unless otherwise specified, permitted accessory structures for single-family residential lots shall be as provided for in the City LDC. Air conditioning unit or similar equipment, including but not limited to generators and all-purpose tanks, placement shall not interfere with the approved drainage pattern for the project. The City reserves the right to require relocation or modification of proposed unit locations on single-family residential lots to ensure proper site drainage and compliance with approved drainage plans. Each single-family residential lot shall be permitted a detached cabana. Cabana is defined as an accessory structure not exceeding the height of the primary residence used exclusively as a non-habitable shelter, changing area, or storage for pool/recreational use. Cabanas shall be

located in the rear of the residential lot and shall meet the setback and size requirements for accessory shed structures as defined in the City LDC.

Baumann Tract Development Requirements

1. Single Family Lot

   a. Setbacks

      i. Front: 40 feet

      ii. Rear: 40 feet

      iii. Side: 25 feet

   b. Minimum Lot Size

      i. Width: 150 feet

      ii. Depth: 250 feet

      iii. Area: One acre

   c. Maximum Building Height: 35 feet (measured from the grade to the mid-point of the trusses)

   d. Minimum Open Space: 40% per lot

   e. Maximum Impervious Area: 60% per lot

   f. Minimum Living Area: 1,850 square feet

   g. Permitted accessory structures for single-family residential lots shall be as provided for in the City LDC.

Overall PUD Requirements

1. Maximum Impervious Coverage: 40% (whole Property)

2. Minimum Open Space: 60% (20% of which shall be common open space) (whole

Property)

C. **Open Space**

Notwithstanding the open space requirements for individual lots, 60% of the Vintage Acres PUD shall be open space, and 20% of the Vintage Acres PUD open space shall be common open space.

5. ARCHITECTURAL STANDARDS AND REVIEW

Subdivision structures located in the common areas of the project shall have a consistent overall architectural theme and quality.

6. PHASING

The development of the Vintage Acres PUD may occur in a single or multiple phases; however, the entire stormwater system for the subdivision shall be installed with the initial phase of the project. Project amenities, such as park areas, shall be constructed prior to issuance of a certificate of occupancy for the first house in the phase in which they are located. Any proposed phasing must meet the minimum requirements of the City LDC.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

In the event of development, the Owners will extend water and sewer lines to serve the Property and the development authorized herein and the water and sewer lines shall be public utilities. If the City desires to extend the water and sewer lines prior to the Owners' need for installation of the Owners' lines, the Owner shall grant the necessary utility easement to the City consistent with the Conceptual Development Plan and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. The Owners shall comply with the City's LDC and the rules

and regulations of the St. Johns River Water Management District concerning stormwater drainage.

Irrigation to be provided by reclaimed water, or in the event reclaimed is not available, by the lowest quality water source, including surface/storm water or an irrigation well. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. Upon completion of all infrastructure for utilities, the same will be conveyed to the City of Port Orange. The Owners shall be responsible for any utility infrastructure upgrades needed for the development, including the relocation of any existing utilities. Said improvements will be constructed in accordance with City of Port Orange Utility Construction Standards.

Runoff from higher adjacent lands, if any, shall be considered as part of site plan and subdivision review, and provisions for conveyance of said runoff shall be included in the drainage plan. Grading of conveyance from runoff from higher adjacent lands shall be completed prior to any filling elsewhere on the Property. Spruce Creek Stormwater Management Master Plan will be used to establish tailwater and other project boundary conditions. The stormwater report shall include the depressional storage volume when modeling the pre-existing conditions for the 25 year/24 hour and 100 year/24-hour frequency storms. Additionally, unless a higher standard is required by the City's LDC and the rules and regulations of the St. Johns River Water Management District, the stormwater treatment volume shall be designed to hold 150% of the treatment volume required per the city LDC and reduce discharge rate and volume for the 25 year/24hour and 100 year/24hour frequency storms by 25%.

As a condition for the approval and acceptance of the subdivision improvements for the project, the Developer or HOA shall secure a bond, letter of credit, or other similar instrument and any associated requisite document acceptable to the City and to be approved by the

Administrative Official, to ensure the perpetual maintenance and inspection of the on-site stormwater retention facility for the project. The amount of the bond or instrument shall be determined based on engineer's estimates of projected costs and shall remain in effect for a period of 30 years.

Notwithstanding anything to the contrary herein, all surface water features within the Vintage Acres PUD shall meet the Outstanding Florida Waters protection and water quality standards in 62-302.400 F.A.C and 62-302.700 F.A.C, as amended and established by the Florida Department of Environmental Protection.

8. ACCESS AND PARKING

A. **ACCESS**. The minimum fifty (50) foot wide right of way shall be dedicated to the City for use by public as generally depicted on the CDP. The subdivision will have a single point of access from Airport Road, with an emergency access connection to Charles Street as shown on the CDP. In the event that the Airport Road entrance is rendered inaccessible or obstructed due to an emergency circumstance, residents shall be granted the right to access and utilize the designated emergency access point for ingress and egress. The emergency access point shall only be made accessible to residents during such events. The emergency access shall be maintained by the HOA and designed to accommodate emergency vehicles. The exact location of all roadways and reserved street names will be provided and depicted when the Property is subject to the subdivision process.

B. **PARKING**. Parking for each single-family lot shall be provided in accordance with the City of Port Orange LDC.

9. INFRASTRUCTURE IMPROVEMENTS.

The proposed development will require a right turn lane and left turn lane into the development from Airport Road, as generally depicted on the CDP. All roadway improvements proposed for Airport Road shall be constructed as part of Phase 1 and at the same time as the other roadway infrastructure for the subdivision.

Sidewalks shall be constructed as depicted on the CDP. A four-foot (4') sidewalk shall be installed for public use along each side of the public roadway within the development. All common/recreational trails shall be a minimum of four-foot (4') wide and constructed according to the City Standard Construction Detail as amended. Alternative materials and design that are similar or equivalent to the materials and design specified in the standard construction detail may be used, if approved by the administrative official.

10. IMPACT FEE CREDIT

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Owners of their right to pursue impact fee credits for any and all work performed by Owners for which impact fee credits can be awarded.

11. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Owners shall form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems within the Property, temporary vehicle staging for mail kiosks areas, mail kiosks, landscaping, fencing or

walls, and the entrance features and areas to the Property. The development will be a platted subdivision of the Property.

The general scope and format of the HOA documents, and the covenants and restrictions, will be similar in concept to the documents of similar homeowners' associations in Port Orange. The covenants and restrictions governing the Property and association responsibility shall be executed and recorded in the Public Records of Volusia County, Florida. The HOA will have a board of directions to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authorization to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA covenants and restrictions shall include provisions requiring the ongoing maintenance and repair of any sidewalks and roadways not dedicated to the City. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a lot subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right but not the obligation to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the

stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Owners will provide easements and grants for the installation, maintenance and upkeep of stormwater system and the public utilities including water, sewer, and electricity. The Owners may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

As part of the development approval, HOA shall include a provision in the governing documents of the community stating that residents and property owners within the community acknowledge and understand that the development is located in proximity to a private airport. They recognize that the presence of this airport may result in the occasional operation of aircraft over or near the community. Residents further agree to accept the potential noise and other related effects of aircraft activity, including takeoffs, landings, and flight patterns that may occur within or near the community.

12. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Sections 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer width of twenty (20’) feet along the northerly Vintage Acres Tract boundary except along the common boundary with the Baumann Tract, twenty (20’) feet along the westerly and southerly Vintage Acres Tract boundaries adjacent to Russell Road and Charles Street, and

forty (40') along the easternly Vintage Acres Tract boundary. No landscape buffer shall be required for the Baumann Tract. Landscape buffers and privacy fencing, if proposed, shall be constructed with each phase and shall be within common area tracts. No clearing or altering of the perimeter buffer shall occur until the phase of that project area has been issued an approved construction plan. Preserved natural vegetation within the perimeter buffer may be applied toward meeting the landscaping requirements for that buffer and a statistical survey sample area may be utilized to quantify the extent and composition of such vegetation.

Although the goal is to maintain and utilize existing vegetation, existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC. The landscape plans required for the final plat shall account for the removal and mitigation of trees with the perimeter buffers. No structures, primary or accessory, will be allowed within perimeter buffers, except for fencing and subdivision signage. The Vintage Acres HOA shall establish maintenance standards in the covenants and restrictions for the landscape buffers and tree conservation easements.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Owners will use reasonable efforts to preserve trees and natural vegetation within the Property. The PUD shall comply with the tree preservations of the City's LDC. The Owners shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. EXPIRATION

Development of the Vintage Acres PUD shall commence within five (5) years from the effective date of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owners and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This Agreement shall become effective and run with the land upon recording by the City of Port Orange at the Owners' expense in the public records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC. In accordance with the LDC, the City may grant an administrative variance this PUD when deemed appropriate by the administrative official, or those minor modifications that could not reasonably be anticipated during the planned development approval process and have no material effect on the character of the project or the terms of the MDA. Application for administrative variances shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. In no case shall an administrative variance be granted when such variance exceeds ten (10%) percent of the required dimension.

17. COMFORMANCE WITH THE LAWS

The Owners agree:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the CDP for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owners' successors in title will be bound by the Owners' commitments made in the Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

18. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

19. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____ day of _____, 20____.

WITNESSES:

_____
Name:_____

_____
Name:_____

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

By: _____
Scott Stiltner, Mayor

Date: _____, 2025

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2025, by Scott Stiltner as Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Joyce E. Tumblin Trust Dated October 16, 1998

_____
By: Shannon Hall, Vice President of
Bank of America, N.A., Successor Trustee

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Shannon Hall, Vice President of Bank of America, N.A., as Successor Trustee of the Joyce E. Tumblin Trust Dated October 16, 1998. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Stetson University Inc.

_____
By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by _____, as _____ of Stetson University Inc., on behalf of the corporation. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Andrea Baumann

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Andrea Baumann. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Beth Anne Burnett

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Beth Anne Burnett. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Exhibit A
Legal Description

THAT PART OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1710 FEET AND EXCEPT THE EAST 25 FEET IN ROAD. AND THE NORTH 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 25 FEET IN ROAD. ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°17'40"W ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 50' ROAD AS LAID OUT AND NOW IN USE) AND THE POINT OF BEGINNING; THENCE S00°41'24"E ALONG SAID WESTERLY RIGHT OF WAY LINE 253.26 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S89°10'44"W, 319.15 FEET TO THE EAST LINE OF THE NORTHERLY 126 FEET OF SOUTH 406 FEET OF THE WESTERLY 317.5 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 SAID SECTION 1; THENCE S00°57'33"E ALONG SAID EAST LINE 1.00 FEET; THENCE DEPART SAID EAST LINE S89°01'32"W, 205.45 FEET; THENCE N00°58'28"W, 1.55 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°10'44"W ALONG SAID SOUTH LINE 0.41 FEET TO THE WEST LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE N00°40'39"W ALONG SAID WEST LINE 254.32 FEET TO THE WEST LINE OF EAST 550 FEET OF SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST EXCEPT THE NORTHERLY 1710 FEET; THENCE N00°50'04"W ALONG SAID WEST LINE 299.64 FEET TO THE NORTH LINE EAST 550 FEET OF THE SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT THE NORTHERLY 1710 FEET; THENCE N88°54'23"E ALONG SAID NORTH LINE 524.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFORE SAID AIRPORT ROAD; THENCE S00°59'46"E ALONG SAID WESTERLY RIGHT OF WAY LINE 303.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 291,595 SQ. FT. OR 6.694 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE LOCALY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, SAID CORNER BEING A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PLS #4722; THENCE N89º17’40”E, ALONG THE NORTH LINE OF SAID SECTION 1, 40.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 1, N89º17’40”EAST, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00º40’39”E, 254.34 FEET; THENCE S89º10’44”W, 111.65 FEET; THENCE S00º39’34”E, 406.64 FEET; THENCE S89º11’50”W, 1,224.42 FEET; THENCE S00º37’28”E, 619.13 FEET TO THE NORTHERLY RIGHT OF WAY OF CHARLES STREET, SAID RIGHT OF WAY BEING PRESCRIPTIVE ACCORDING TO THE DEPARTMENT OF ENGINEERING, VOLUSIA COUNTY FLORIDA, DRAWING NUMBER P-26 1687-1-2 DATED OCTOBER 5, 1978 WITH A VARIABLE WIDTH; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES, N87º58’36”W, 38.96 FEET; THENCE N89º45’10”W, 100.06 FEET; THENCE N88º36’27”W, 100.05 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE S89º57’38”W, 100.01 FEET; THENCE N89º23’01”W, 100.00 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE N89º56’20”W, 82.84 FEET TO THE EASTERLY RIGHT OF WAY OF RUSSELL ROAD, SAID RIGHT OF WAY BEING 40.00 FEET IN WIDTH; THENCE DEPARTING AFORE MENTIONED RIGHT OF WAY OF CHARLES STREET AND ALONG SAID EASTERLY RIGHT OF WAY OF RUSSELL ROAD, N00º34’09”W, 1,267.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,757,703 SQUARE FEET, OR 40.35 ACRES

TOGETHER WITH

THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, TOGETHER WITH A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST LESS THAT PORTION IN CHARLES STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°03'39"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1257.11 FEET; THENCE DEPART SAID SOUTH LINE N00°35'58"W, 29.58 FEET TO THE NORTH RIGHT OF WAY LINE OF CHARLES STREET (PRESCRIPTIVE R/W WIDTH VARIES PER VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, DRAWING No. P26 1687-1-2) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES, S89°40'29"W, 69.18 FEET; THENCE N89°40'23"W, 99.89 FEET; THENCE N89°10'47"W, 100.01 FEET; THENCE S89°40'27"W, 100.00 FEET; THENCE N89°10'48"W, 100.00 FEET; THENCE N89°48'37"W, 99.94 FEET; THENCE N87°58'36"W, 61.07 FEET TO THE WEST LINE OF THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1; THENCE N00°37'28"W ALONG SAID WEST LINE 619.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE N89°11'50"E ALONG SAID NORTH LINE 694.68 FEET TO THE EAST LINE 0F NORTHERLY 281.71' OF THE WEST 35 FEET OF THE EASTERLY 1227 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE S00°41'29"E ALONG SAID EAST LINE 279.63 FEET; THENCE DEPART SAID EAST LINE S88°59'54"W, 64.90 FEET; THENCE S00°35'58"E, 351.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	COMMON OPEN SPACE EXHIBIT
4	TOPOGRAPHY & FEMA MAP EXHIBIT
5	ADJACENT PROPERTY EXHIBIT
6	EASEMENT PLAN

CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR

VINTAGE ACRES

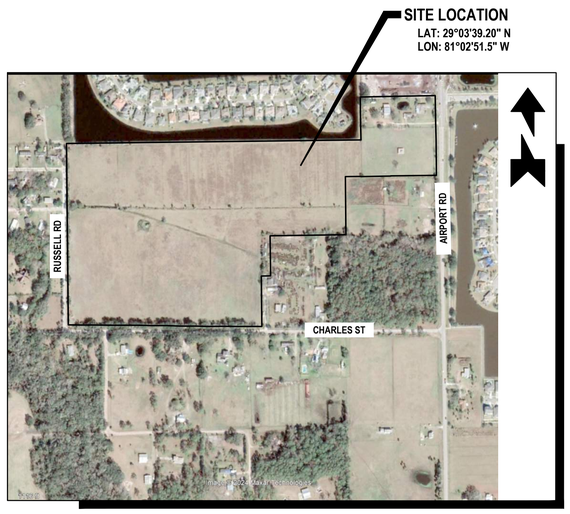
SECTION 01, TOWNSHIP 17, RANGE 32
720100000010, 720100000014 & 720100000016
PORT ORANGE, FLORIDA 32168

PROJECT STATEMENT

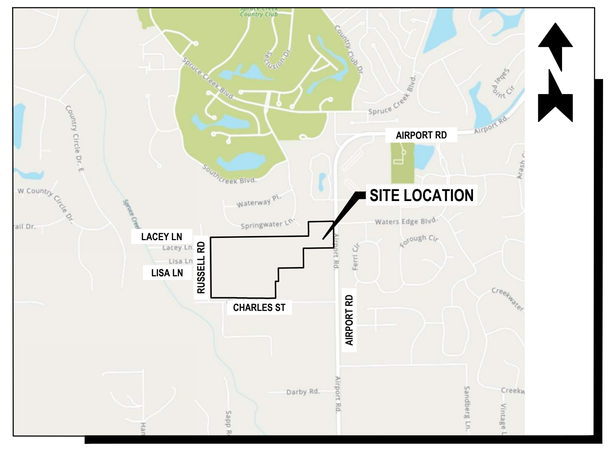
PROPOSE A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "VINTAGE ACRES" CONSISTING OF 113 SINGLE FAMILY DETACHED DWELLING UNITS ON 56.529 ACRES (2.0 UNITS PER ACRE).

NOTE:

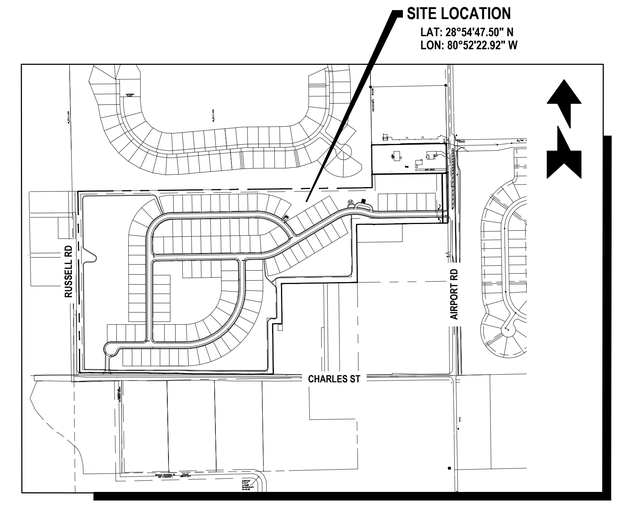
COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.



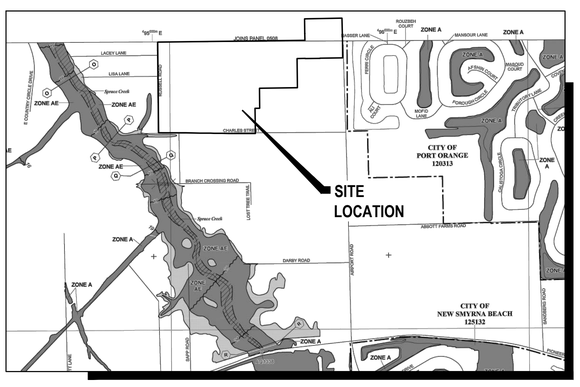
AERIAL MAP
SCALE: 1" = 500'



LOCATION MAP
SCALE: 1" = 1500'

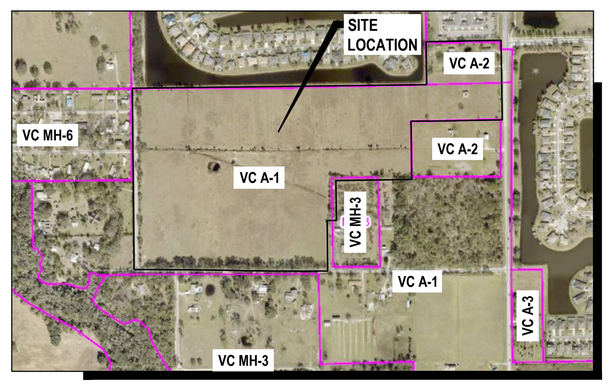


PUD MAP
SCALE: 1" = 500'



FLOOD ZONE MAP
SCALE: 1" = 1000'

FLOOD ZONE "X" PANEL No. 12127C0516H, DATED FEBRUARY 18, 2014



ZONING MAP
SCALE: 1" = 500'

ZONING: VC A-1 (PRIME AGRICULTURE)
VC A-2 (RURAL AGRICULTURE)

SOILS MAP
SCALE: 1" = 500'

SOIL TYPES:
(8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES
(22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES
(23) FARMTON FINE SANDS, 0 TO 5 PERCENT SLOPES
(26) HOLOPAW SAND
(49) POMONA FINE SAND
(59) SCOGGIN SAND

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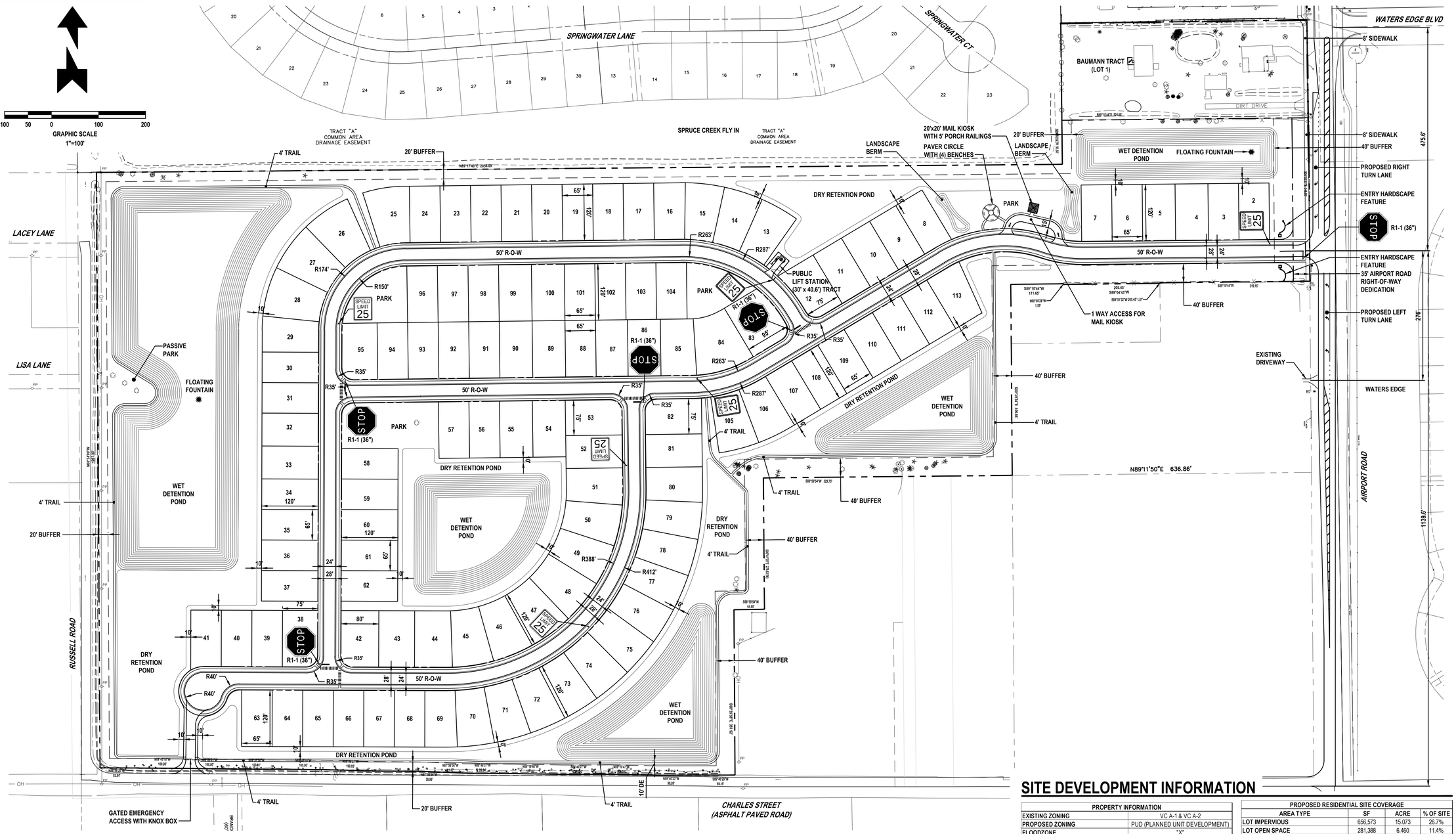
PROJECT No. 2024-61



NOTE:

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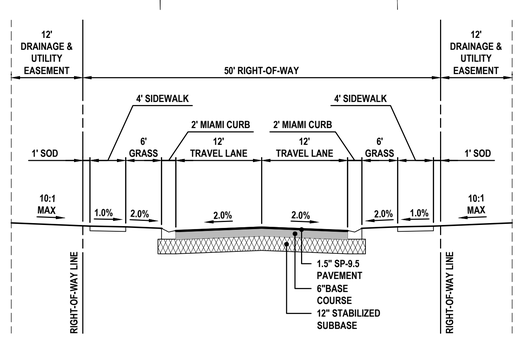
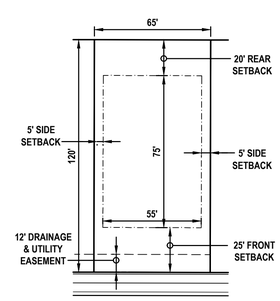


ROADWAY TYPICAL SECTION 50' RIGHT-OF-WAY

NOT TO SCALE



TYPICAL 65' LOT

NOT TO SCALE

SITE DEVELOPMENT INFORMATION

PROPERTY INFORMATION	
EXISTING ZONING	VC A-1 & VC A-2
PROPOSED ZONING	PUD (PLANNED UNIT DEVELOPMENT)
FLOODZONE	"X"
BUILDING USES	SINGLE FAMILY
LOTS	113 (2.00 UNITS / ACRE)

VINTAGE ACRES TRACT DEVELOPMENT REQUIREMENTS	
FRONT SETBACK (DWELLING BUILDING)	25 FEET
FRONT SETBACK (OPEN PORCH)	20 FEET
SIDE CORNER (DWELLING BUILDING)	25 FEET
SIDE CORNER (OPEN PORCH)	20 FEET
SIDE SETBACK	5 FEET
MINIMUM LOT WIDTH	65 FEET
MINIMUM LOT DEPTH	120 FEET
MINIMUM LOT AREA	7,800 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM OPEN SPACE	30 % PER LOT
MAXIMUM IMPERVIOUS AREA	70 % PER LOT
MINIMUM LIVING AREA	1,850 SQUARE FEET

BAUMANN TRACT DEVELOPMENT REQUIREMENTS	
FRONT SETBACK	40 FEET
FRONT CORNER SETBACK	40 FEET
SIDE SETBACK	25 FEET
MINIMUM LOT WIDTH	150 FEET
MINIMUM LOT DEPTH	250 FEET
MINIMUM LOT AREA	1 ACRE
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM OPEN SPACE	40 % PER LOT
MAXIMUM IMPERVIOUS AREA	60 % PER LOT
MINIMUM LIVING AREA	1,850 SQUARE FEET

PROPOSED RESIDENTIAL SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
LOT IMPERVIOUS	656,573	15.073	26.7%
LOT OPEN SPACE	281,388	6.460	11.4%
IMPERVIOUS	187,609	4.307	7.6%
EXISTING IMPERVIOUS	9,540	0.219	0.4%
WET DETENTION POND	447,323	10.269	18.2%
GREEN SPACE	879,959	20.201	35.7%
TOTAL SITE (GROSS)	2,462,392	56.529	100.0%
GROSS DENSITY	113 UNITS / 56.529 =		2.00
TOTAL OPEN SPACE	1,608,670	36.930	65.3%
TOTAL IMPERVIOUS SURFACE	853,722	19.599	34.7%

OVERALL PUD REQUIREMENTS	
MAXIMUM IMPERVIOUS COVERAGE	40%
MINIMUM OPEN SPACE	60%
MINIMUM COMMON OPEN SPACE	20%

STORMWATER			
AREA TYPE	SF	ACRE	%
DRY RETENTION POND	248,157	5.697	10.1%
WET DETENTION POND	447,323	10.269	18.2%
TOTAL SITE	2,462,392	56.529	100.0%
TOTAL STORMWATER	695,480	15.966	28.2%

REVISIONS

DATE	DESCRIPTION
7/10/25	CITY COMMENTS
8/13/25	CITY COMMENTS
9/3/25	CITY COMMENTS

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SITE LAYOUT PLAN
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 100'

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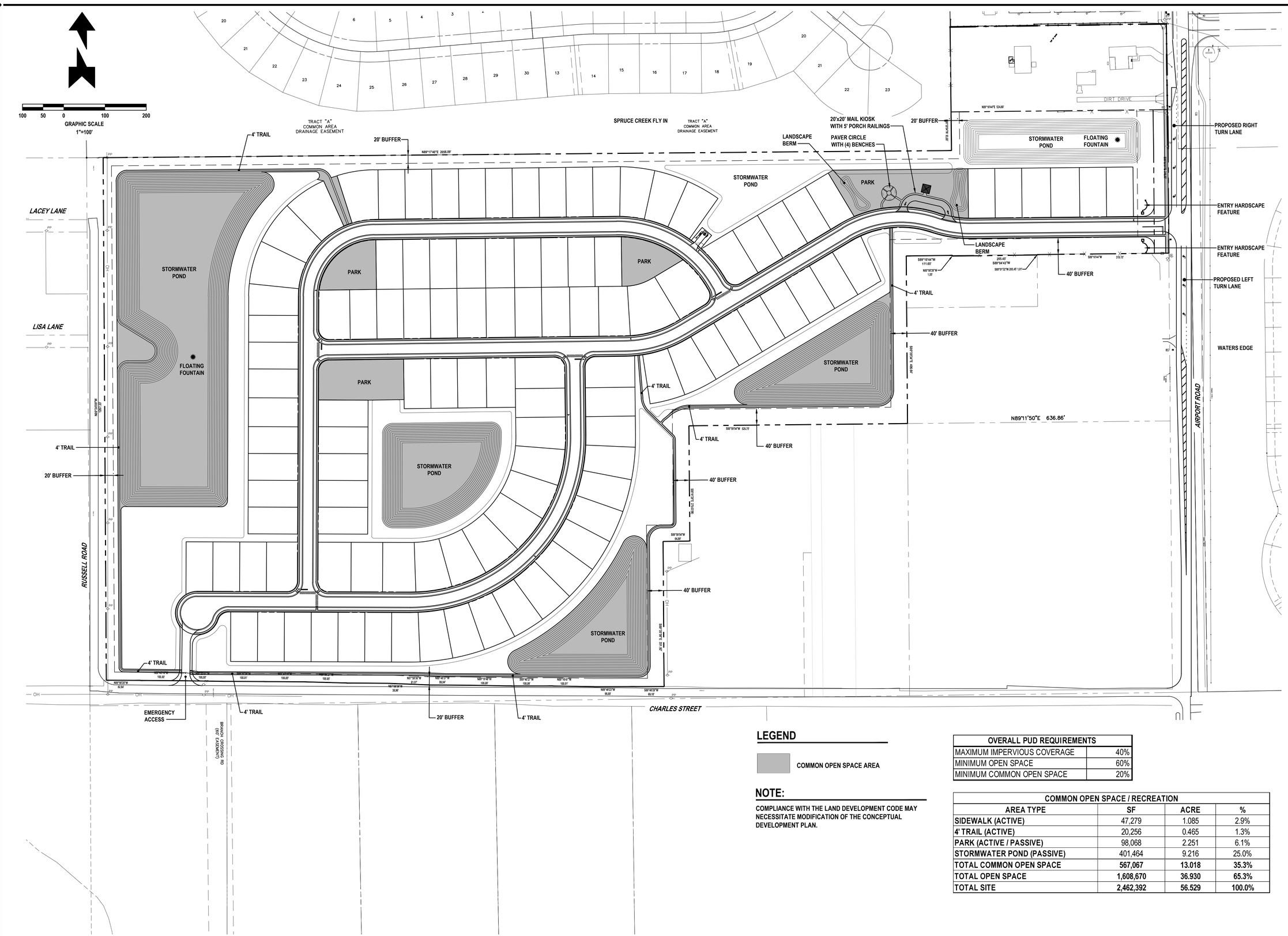

LEGEND

COMMON OPEN SPACE AREA

NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

OVERALL PUD REQUIREMENTS	
MAXIMUM IMPERVIOUS COVERAGE	40%
MINIMUM OPEN SPACE	60%
MINIMUM COMMON OPEN SPACE	20%

COMMON OPEN SPACE / RECREATION			
AREA TYPE	SF	ACRE	%
SIDEWALK (ACTIVE)	47,279	1.085	2.9%
4' TRAIL (ACTIVE)	20,256	0.465	1.3%
PARK (ACTIVE / PASSIVE)	98,068	2.251	6.1%
STORMWATER POND (PASSIVE)	401,464	9.216	25.0%
TOTAL COMMON OPEN SPACE	**567,067**	**13.018**	**35.3%**
TOTAL OPEN SPACE	**1,608,670**	**36.930**	**65.3%**
TOTAL SITE	**2,462,392**	**56.529**	**100.0%**

REVISIONS

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9/3/25	CITY COMMENTS

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COMMON OPEN SPACE EXHIBIT
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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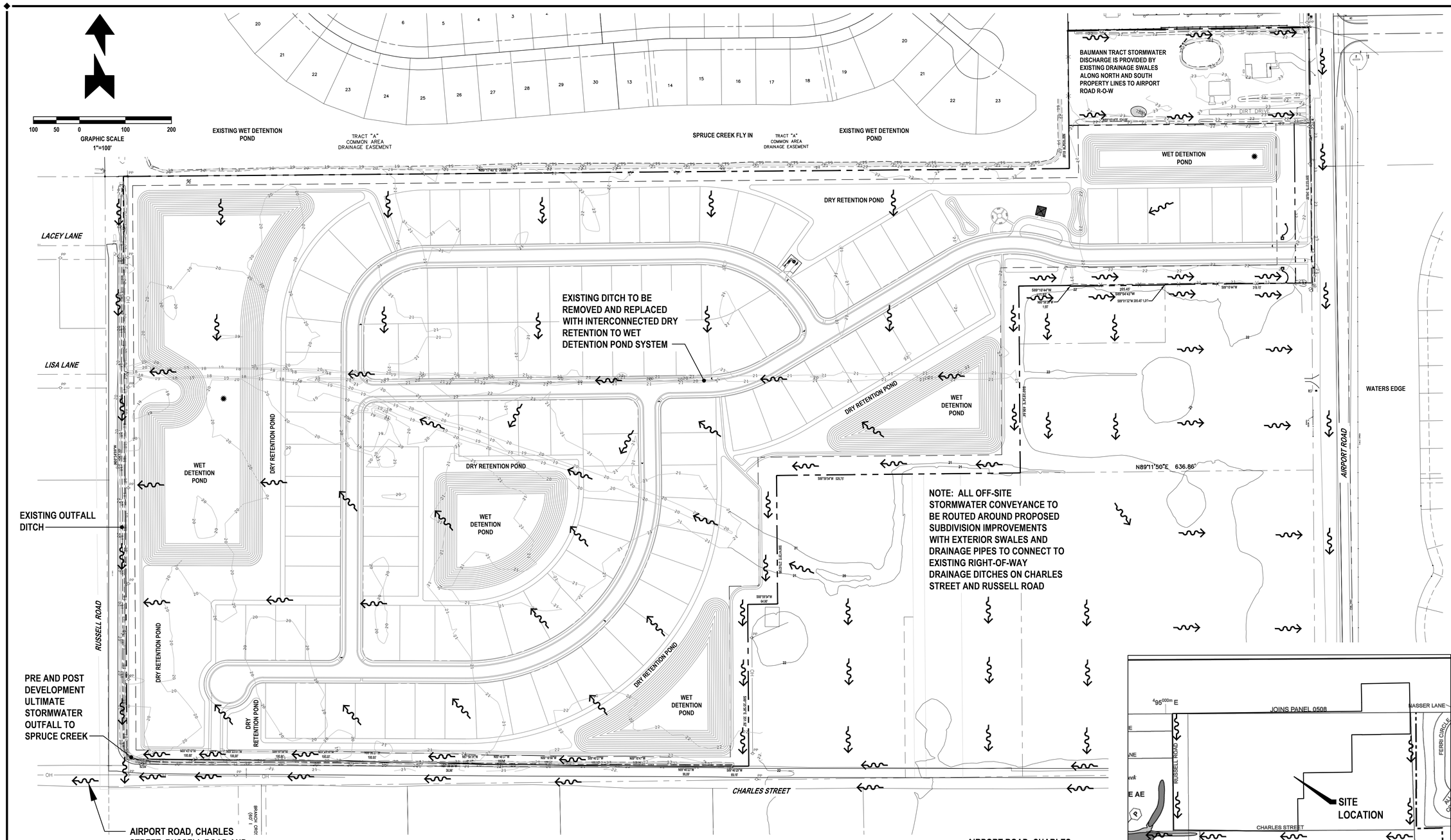

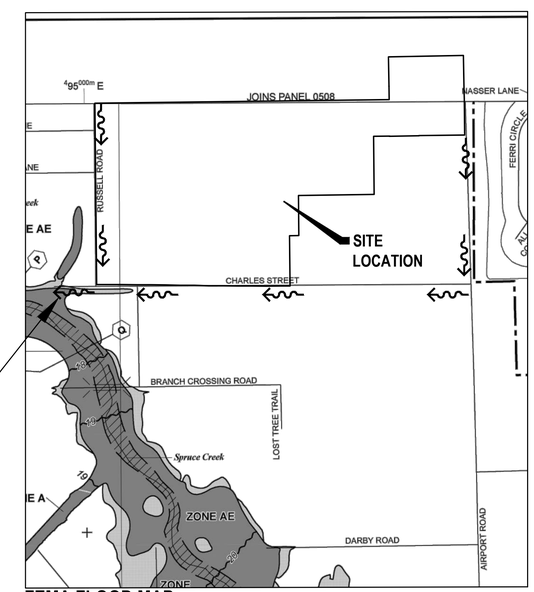

FEMA FLOOD MAP

SCALE: 1" = 500'

ENTIRE PROPERTY = FLOOD ZONE "X"

SUMMARY OF DRAINAGE:

THE STORMWATER MANAGEMENT SYSTEM WILL BE DESIGNED PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), VOLUSIA COUNTY LAND DEVELOPMENT CODE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS.

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS EQUAL TO THE GREATER OF:

1. SJRWMD PRESUMPTIVE REQUIRED TREATMENT VOLUME FOR OFW (i.e. SPRUCE CREEK) FOR PRE-TREATED WET DETENTION SYSTEMS BY WAY OF DRY RETENTION (SECTION 8 SUBSECTIONS 1 THRU 13, ERP A.H. VOL II).
2. BMP TRAINS NUTRIENT REMOVAL TREATMENT VOLUME REQUIRED TO OBTAIN A NET IMPROVEMENT OF NITROGEN AND PHOSPHOROUS REMOVAL FROM THE DISCHARGE.

THE STORMWATER SYSTEM WILL BE DESIGNED AS A TREATMENT TRAIN SYSTEM CONSISTING OF DRY RETENTION (PRE-TREATMENT) TO WET DETENTION POND. THE STORMWATER SYSTEM WILL BE DESIGNED TO PROVIDE A 25% REDUCTION IN PEAK DISCHARGE RATE AND TOTAL RUNOFF VOLUME FOR BOTH THE 25-YEAR AND 100-YEAR, 24-HOUR STORM EVENTS.

NOTES

1. ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
2. SITE SOILS:
   - A. (8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES
   - B. (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES
   - C. (23) FARMTON FINE SAND, 0 TO 5 PERCENT SLOPES
   - D. (26) HOLOPAW SAND
   - E. (49) POMONA FINE SAND
   - F. (59) SCOGGIN SAND

LEGEND

EXISTING DIRECTION OF RUNOFF SHEET FLOW PATH

NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

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TOPOGRAPHIC & FEMA MAP EXHIBIT

VINTAGE ACRES PUD

AIRPORT ROAD
PORT ORANGE, FL 32168

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LEGEND

(7) ADJACENT PROPERTY OWNER PARCEL LOCATION

NOTE:

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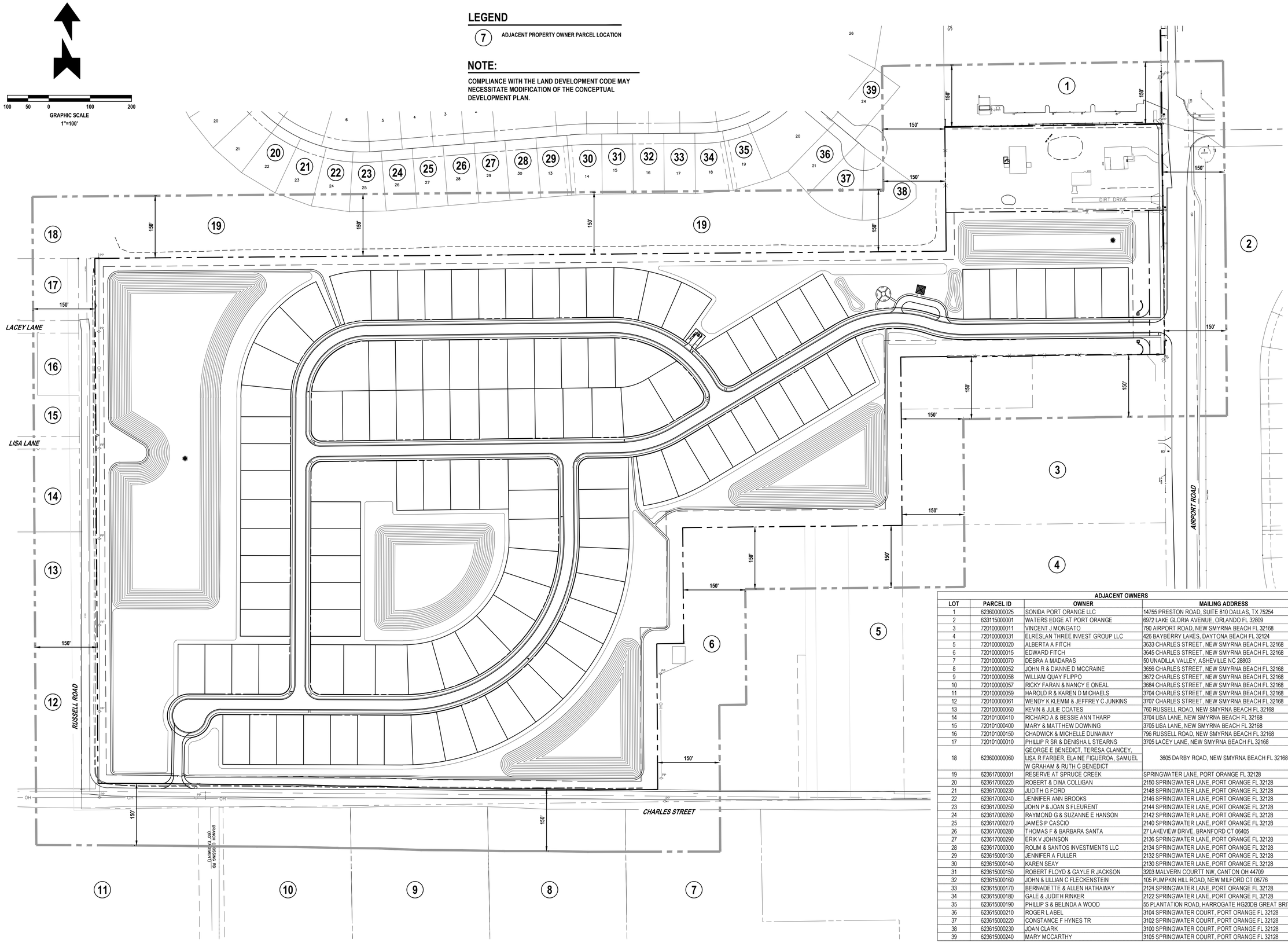

ADJACENT OWNERS			
LOT	PARCEL ID	OWNER	MAILING ADDRESS
1	623600000025	SONIDA PORT ORANGE LLC	14755 PRESTON ROAD, SUITE 810 DALLAS, TX 75254
2	633115000001	WATERS EDGE AT PORT ORANGE	6972 LAKE GLORIA AVENUE, ORLANDO FL 32809
3	720100000011	VINCENT J MONGATO	790 AIRPORT ROAD, NEW SMYRNA BEACH FL 32168
4	720100000031	ELRESLAN THREE INVEST GROUP LLC	426 BAYBERRY LAKES, DAYTONA BEACH FL 32124
5	720100000020	ALBERTA A FITCH	3633 CHARLES STREET, NEW SMYRNA BEACH FL 32168
6	720100000015	EDWARD FITCH	3645 CHARLES STREET, NEW SMYRNA BEACH FL 32168
7	720100000070	DEBRA A MADARAS	50 UNADILLA VALLEY, ASHEVILLE NC 28803
8	720100000052	JOHN R & DIANNE D MCCRAINE	3656 CHARLES STREET, NEW SMYRNA BEACH FL 32168
9	720100000058	WILLIAM QUAY FLIPPO	3672 CHARLES STREET, NEW SMYRNA BEACH FL 32168
10	720100000057	RICKY FARAN & NANCY E ONEAL	3684 CHARLES STREET, NEW SMYRNA BEACH FL 32168
11	720100000059	HAROLD R & KAREN D MICHAELS	3704 CHARLES STREET, NEW SMYRNA BEACH FL 32168
12	720100000061	WENDY K KLEMM & JEFFREY C JUNKINS	3707 CHARLES STREET, NEW SMYRNA BEACH FL 32168
13	720100000060	KEVIN & JULIE COATES	760 RUSSELL ROAD, NEW SMYRNA BEACH FL 32168
14	720101000410	RICHARD A & BESSIE ANN THARP	3704 LISA LANE, NEW SMYRNA BEACH FL 32168
15	720101000400	MARY & MATTHEW DOWNING	3705 LISA LANE, NEW SMYRNA BEACH FL 32168
16	720101000150	CHADWICK & MICHELLE DUNAWAY	796 RUSSELL ROAD, NEW SMYRNA BEACH FL 32168
17	720101000010	PHILLIP R SR & DENISHA L STEARNS	3705 LACEY LANE, NEW SMYRNA BEACH FL 32168
18	623600000060	GEORGE E BENEDICT, TERESA CLANCEY, LISA R FARBER, ELAINE FIGUEROA, SAMUEL W GRAHAM & RUTH C BENEDICT	3605 DARBY ROAD, NEW SMYRNA BEACH FL 32168
19	623617000001	RESERVE AT SPRUCE CREEK	SPRINGWATER LANE, PORT ORANGE FL 32128
20	623617000220	ROBERT & DINA COLLIGAN	2150 SPRINGWATER LANE, PORT ORANGE FL 32128
21	623617000230	JUDITH G FORD	2148 SPRINGWATER LANE, PORT ORANGE FL 32128
22	623617000240	JENNIFER ANN BROOKS	2146 SPRINGWATER LANE, PORT ORANGE FL 32128
23	623617000250	JOHN P & JOAN S FLEURENT	2144 SPRINGWATER LANE, PORT ORANGE FL 32128
24	623617000260	RAYMOND G & SUZANNE E HANSON	2142 SPRINGWATER LANE, PORT ORANGE FL 32128
25	623617000270	JAMES P CASCIO	2140 SPRINGWATER LANE, PORT ORANGE FL 32128
26	623617000280	THOMAS F & BARBARA SANTA	27 LAKEVIEW DRIVE, BRANFORD CT 06405
27	623617000290	ERIK V JOHNSON	2136 SPRINGWATER LANE, PORT ORANGE FL 32128
28	623617000300	ROLIM & SANTOS INVESTMENTS LLC	2134 SPRINGWATER LANE, PORT ORANGE FL 32128
29	623615000130	JENNIFER A FULLER	2132 SPRINGWATER LANE, PORT ORANGE FL 32128
30	623615000140	KAREN SEAY	2130 SPRINGWATER LANE, PORT ORANGE FL 32128
31	623615000150	ROBERT FLOYD & GAYLE R JACKSON	3203 MALVERN COURTT NW, CANTON OH 44709
32	623615000160	JOHN & LILLIAN C FLECKENSTEIN	105 PUMPKIN HILL ROAD, NEW MILFORD CT 06776
33	623615000170	BERNADETTE & ALLEN HATHAWAY	2124 SPRINGWATER LANE, PORT ORANGE FL 32128
34	623615000180	GALE & JUDITH RINKER	2122 SPRINGWATER LANE, PORT ORANGE FL 32128
35	623615000190	PHILLIP S & BELINDA A WOOD	55 PLANTATION ROAD, HARROGATE HG20DB GREAT BRITAIN
36	623615000210	ROGER L ABEL	3104 SPRINGWATER COURT, PORT ORANGE FL 32128
37	623615000220	CONSTANCE F HYNES TR	3102 SPRINGWATER COURT, PORT ORANGE FL 32128
38	623615000230	JOAN CLARK	3100 SPRINGWATER COURT, PORT ORANGE FL 32128
39	623615000240	MARY MCCARTHY	3105 SPRINGWATER COURT, PORT ORANGE FL 32128

REVISIONS

DATE	DESCRIPTION
8/13/25	CITY COMMENTS

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ADJACENT PROPERTY EXHIBIT
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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CHECKED BY:	HHN
SCALE:	1" = 100'

DRAWING NUMBER

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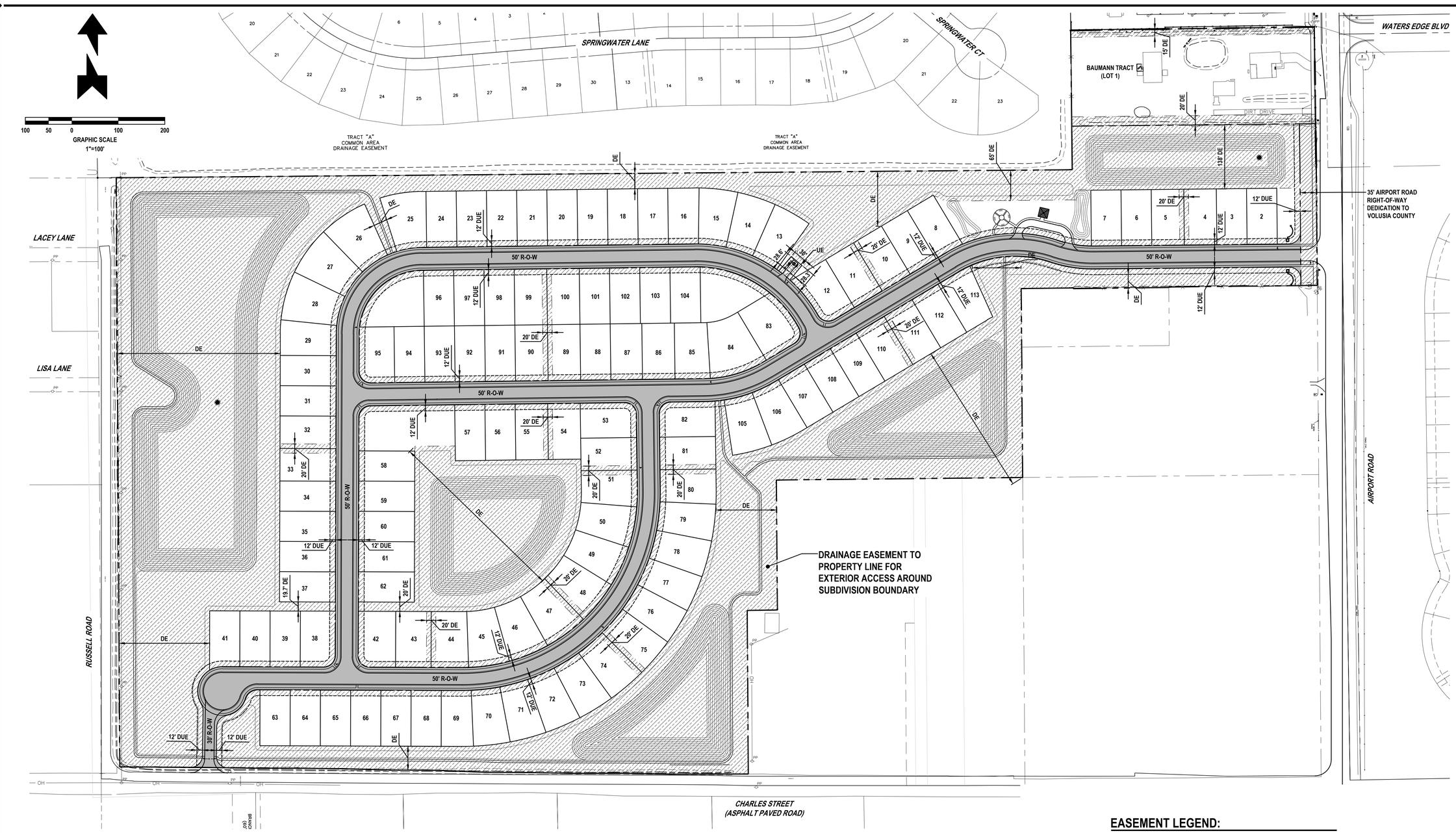

EASEMENT LEGEND:

- PROPOSED PUBLIC RIGHT-OF-WAY (R-O-W)
- PROPOSED DRAINAGE AND UTILITY EASEMENT (DUE)
- PROPOSED UTILITY EASEMENT (UE)
- PROPOSED DRAINAGE EASEMENT (DE)
- VOLUSIA COUNTY RIGHT-OF-WAY DEDICATION

NOTE:
ALL EASEMENTS SHOWN ON THIS PLAN ARE PRELIMINARY IN NATURE AND ARE PROVIDED SOLELY FOR THE PURPOSE OF ILLUSTRATING THE CONCEPTUAL DEVELOPMENT PLAN EASEMENTS. THE LOCATION, WIDTH, AND CONFIGURATION OF THESE EASEMENTS ARE SUBJECT TO MODIFICATION DURING THE DETAILED DESIGN AND PERMITTING PHASE.

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EASEMENT PLAN
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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VINTAGE ACRES PLANNED UNIT DEVELOPMENT PUD
MASTER DEVELOPMENT AGREEMENT

This Vintage Acres Planned Unit Development ("PUD") Master Development Agreement ("MDA") is entered into by and between the **City of Port Orange**, a Florida municipal corporation (the "City"), and **Bank of America, N.A., as Successor Trustee of the Joyce E. Tumblin Trust Dated October 16, 1998, Stetson University Inc., Andrea Baumann and Beth Anne Burnett,** (collectively, the "Owners"), including their successors and assigns (collectively the "Parties"), hereby covenant and agree, and bind their successor and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "Vintage Acres", involves approximately +/- 56.529 acres of land which is legally described on Exhibit A attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of the Owners, signatories to this Agreement. This Agreement between the City and the Owners shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Vintage Acres PUD provides for a single-family detached residential development that protects the low-density and transitional character of the area. The Property will be subdivided into a maximum of one hundred and thirteen (113) single-family, detached dwelling units, with buffers that ensure the project is compatible with the surrounding, existing neighborhoods. All single-family lots will be privately owned.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Vintage Acres PUD, The MDA and the Conceptual Development Plan ("CDP"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of public roads, lots, amenities,

and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirement, the applicable City ordinances in effect at the time of development, as defined by the City of Port Orange Land Development Code ("LDC") shall control. The parties acknowledge that compliance with the City's LDC may necessitate modification to the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval. If the Owners are not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owners may appeal the decision pursuant to the LDC.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential purposes and developed as a residential community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of one hundred and thirteen (113) single-family, detached dwelling units, for a maximum of 2.0 dwelling units per acre. When considered in light of other housing and community choices in the vicinity, the Vintage Acres PUD will provide for a compatible

residential low-density development consistent with surrounding land use pattern. Furthermore, Vintage Acres PUD will serve as a transitional development density with a layout designed to preserve the rural character of the land to the west and south of the Property and complement the character of the existing residential subdivisions in the vicinity to the Vintage Acres PUD.

The PUD will have an overall density of 2.0 dwelling units per acre which is consistent with the density requirements of the "Rural Transition (0 to 2 Units per acre)" Future Land Use designation of the Property. This design also provides for a compatible transition between the varying densities of the surrounding properties.

B. **Dimensional Requirements**

Lot dimensions and configurations within the Property are generally depicted on the CDP with the Property being divided into the Vintage Acres Tract and the Baumann Tract respectively. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit "B" may be adjusted during the final subdivision process; however, the Baumann Tract shall remain one subdivided lot.

The total number of residential units in the development shall not exceed 113 dwelling units or a gross project density of 2.0 dwelling units per acre.

<u>Vintage Acres Tract Development Requirements</u>

1. Single Family Lot

   a. Setbacks

      i. Front: 25 feet (Dwelling building)
         20 feet (Porch)

      ii. Side Corner: 25 feet (Dwelling building)
         20 feet (Porch)

iii. Rear: 20 feet

iv. Side: 5 feet

b. Minimum Lot Size

i. Width: 65 feet

ii. Depth: 120 feet

iii. Area: 7,800 square feet

c. Maximum Building Height: 35 feet (measured from the grade to the mid-point of the trusses)

d. Minimum Open Space: 30% per lot

e. Maximum Impervious Area: 70% per lot

f. Minimum Living Area: 1,850 square feet

g. Unless otherwise specified, permitted accessory structures for single-family residential lots shall be as provided for in the City LDC. Air conditioning unit or similar equipment, including but not limited to generators and all-purpose tanks, placement shall not interfere with the approved drainage pattern for the project. The City reserves the right to require relocation or modification of proposed unit locations on single-family residential lots to ensure proper site drainage and compliance with approved drainage plans. Each single-family residential lot shall be permitted a detached cabana. Cabana is defined as an accessory structure not exceeding the height of the primary residence used exclusively as a non-habitable shelter, changing area, or storage for pool/recreational use. Cabanas shall be

located in the rear of the residential lot and shall meet the setback and size requirements for accessory shed structures as defined in the City LDC.

Baumann Tract Development Requirements

1. Single Family Lot

   a. Setbacks

      i. Front: 40 feet

      ii. Rear: 40 feet

      iii. Side: 25 feet

   b. Minimum Lot Size

      i. Width: 150 feet

      ii. Depth: 250 feet

      iii. Area: One acre

   c. Maximum Building Height: 35 feet (measured from the grade to the mid-point of the trusses)

   d. Minimum Open Space: 40% per lot

   e. Maximum Impervious Area: 60% per lot

   f. Minimum Living Area: 1,850 square feet

   g. Permitted accessory structures for single-family residential lots shall be as provided for in the City LDC.

Overall PUD Requirements

1. Maximum Impervious Coverage: 40% (whole Property)

2. Minimum Open Space: 60% (20% of which shall be common open space) (whole

Property)

C. **Open Space**

Notwithstanding the open space requirements for individual lots, 60% of the Vintage Acres PUD shall be open space, and 20% of the Vintage Acres PUD open space shall be common open space.

5. ARCHITECTURAL STANDARDS AND REVIEW

Subdivision structures located in the common areas of the project shall have a consistent overall architectural theme and quality.

6. PHASING

The development of the Vintage Acres PUD may occur in a single or multiple phases; however, the entire stormwater system for the subdivision shall be installed with the initial phase of the project. Project amenities, such as park areas, shall be constructed prior to issuance of a certificate of occupancy for the first house in the phase in which they are located. Any proposed phasing must meet the minimum requirements of the City LDC.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

In the event of development, the Owners will extend water and sewer lines to serve the Property and the development authorized herein and the water and sewer lines shall be public utilities. If the City desires to extend the water and sewer lines prior to the Owners' need for installation of the Owners' lines, the Owner shall grant the necessary utility easement to the City consistent with the Conceptual Development Plan and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. The Owners shall comply with the City's LDC and the rules

and regulations of the St. Johns River Water Management District concerning stormwater drainage.

Irrigation to be provided by reclaimed water, or in the event reclaimed is not available, by the lowest quality water source, including surface/storm water or an irrigation well. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. Upon completion of all infrastructure for utilities, the same will be conveyed to the City of Port Orange. The Owners shall be responsible for any utility infrastructure upgrades needed for the development, including the relocation of any existing utilities. Said improvements will be constructed in accordance with City of Port Orange Utility Construction Standards.

Runoff from higher adjacent lands, if any, shall be considered as part of site plan and subdivision review, and provisions for conveyance of said runoff shall be included in the drainage plan. Grading of conveyance from runoff from higher adjacent lands shall be completed prior to any filling elsewhere on the Property. Spruce Creek Stormwater Management Master Plan will be used to establish tailwater and other project boundary conditions. The stormwater report shall include the depressional storage volume when modeling the pre-existing conditions for the 25 year/24 hour and 100 year/24-hour frequency storms. Additionally, unless a higher standard is required by the City's LDC and the rules and regulations of the St. Johns River Water Management District, the stormwater treatment volume shall be designed to hold 150% of the treatment volume required per the city LDC and reduce discharge rate and volume for the 25 year/24hour and 100 year/24hour frequency storms by 25%.

As a condition for the approval and acceptance of the subdivision improvements for the project, the Developer or HOA shall secure a bond, letter of credit, or other similar instrument and any associated requisite document acceptable to the City and to be approved by the

Administrative Official, to ensure the perpetual maintenance and inspection of the on-site stormwater retention facility for the project. The amount of the bond or instrument shall be determined based on engineer's estimates of projected costs and shall remain in effect for a period of 30 years.

Notwithstanding anything to the contrary herein, all surface water features within the Vintage Acres PUD shall meet the Outstanding Florida Waters protection and water quality standards in 62-302.400 F.A.C and 62-302.700 F.A.C, as amended and established by the Florida Department of Environmental Protection.

8. ACCESS AND PARKING

A. **ACCESS**. The minimum fifty (50) foot wide right of way shall be dedicated to the City for use by public as generally depicted on the CDP. The subdivision will have a single point of access from Airport Road, with an emergency access connection to Charles Street as shown on the CDP. In the event that the Airport Road entrance is rendered inaccessible or obstructed due to an emergency circumstance, residents shall be granted the right to access and utilize the designated emergency access point for ingress and egress. The emergency access point shall only be made accessible to residents during such events. The emergency access shall be maintained by the HOA and designed to accommodate emergency vehicles. The exact location of all roadways and reserved street names will be provided and depicted when the Property is subject to the subdivision process.

B. **PARKING**. Parking for each single-family lot shall be provided in accordance with the City of Port Orange LDC.

9. INFRASTRUCTURE IMPROVEMENTS.

The proposed development will require a right turn lane and left turn lane into the development from Airport Road, as generally depicted on the CDP. All roadway improvements proposed for Airport Road shall be constructed as part of Phase 1 and at the same time as the other roadway infrastructure for the subdivision.

Sidewalks shall be constructed as depicted on the CDP. A four-foot (4') sidewalk shall be installed for public use along each side of the public roadway within the development. All common/recreational trails shall be a minimum of four-foot (4') wide and constructed according to the City Standard Construction Detail as amended. Alternative materials and design that are similar or equivalent to the materials and design specified in the standard construction detail may be used, if approved by the administrative official.

10. IMPACT FEE CREDIT

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Owners of their right to pursue impact fee credits for any and all work performed by Owners for which impact fee credits can be awarded.

11. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Owners shall form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems within the Property, temporary vehicle staging for mail kiosks areas, mail kiosks, landscaping, fencing or

walls, and the entrance features and areas to the Property. The development will be a platted subdivision of the Property.

The general scope and format of the HOA documents, and the covenants and restrictions, will be similar in concept to the documents of similar homeowners' associations in Port Orange. The covenants and restrictions governing the Property and association responsibility shall be executed and recorded in the Public Records of Volusia County, Florida. The HOA will have a board of directions to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authorization to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA covenants and restrictions shall include provisions requiring the ongoing maintenance and repair of any sidewalks and roadways not dedicated to the City. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a lot subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right but not the obligation to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the

stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Owners will provide easements and grants for the installation, maintenance and upkeep of stormwater system and the public utilities including water, sewer, and electricity. The Owners may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

As part of the development approval, HOA shall include a provision in the governing documents of the community stating that residents and property owners within the community acknowledge and understand that the development is located in proximity to a private airport. They recognize that the presence of this airport may result in the occasional operation of aircraft over or near the community. Residents further agree to accept the potential noise and other related effects of aircraft activity, including takeoffs, landings, and flight patterns that may occur within or near the community.

12. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Sections 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer width of twenty (20’) feet along the northerly Vintage Acres Tract boundary except along the common boundary with the Baumann Tract, twenty (20’) feet along the westerly and southerly Vintage Acres Tract boundaries adjacent to Russell Road and Charles Street, and

forty (40') along the easternly Vintage Acres Tract boundary. No landscape buffer shall be required for the Baumann Tract. Landscape buffers and privacy fencing, if proposed, shall be constructed with each phase and shall be within common area tracts. No clearing or altering of the perimeter buffer shall occur until the phase of that project area has been issued an approved construction plan. Preserved natural vegetation within the perimeter buffer may be applied toward meeting the landscaping requirements for that buffer and a statistical survey sample area may be utilized to quantify the extent and composition of such vegetation.

Although the goal is to maintain and utilize existing vegetation, existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC. The landscape plans required for the final plat shall account for the removal and mitigation of trees with the perimeter buffers. No structures, primary or accessory, will be allowed within perimeter buffers, except for fencing and subdivision signage. The Vintage Acres HOA shall establish maintenance standards in the covenants and restrictions for the landscape buffers and tree conservation easements.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Owners will use reasonable efforts to preserve trees and natural vegetation within the Property. The PUD shall comply with the tree preservations of the City's LDC. The Owners shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. EXPIRATION

Development of the Vintage Acres PUD shall commence within five (5) years from the effective date of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owners and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This Agreement shall become effective and run with the land upon recording by the City of Port Orange at the Owners' expense in the public records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC. In accordance with the LDC, the City may grant an administrative variance this PUD when deemed appropriate by the administrative official, or those minor modifications that could not reasonably be anticipated during the planned development approval process and have no material effect on the character of the project or the terms of the MDA. Application for administrative variances shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. In no case shall an administrative variance be granted when such variance exceeds ten (10%) percent of the required dimension.

17. COMFORMANCE WITH THE LAWS

The Owners agree:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the CDP for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owners' successors in title will be bound by the Owners' commitments made in the Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

18. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

19. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____ day of _____, 20____.

WITNESSES:

_____
Name:_____

_____
Name:_____

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

By: _____
Scott Stiltner, Mayor

Date: _____, 2025

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2025, by Scott Stiltner as Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Joyce E. Tumblin Trust Dated October 16, 1998

_____
By: Shannon Hall, Vice President of
Bank of America, N.A., Successor Trustee

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Shannon Hall, Vice President of Bank of America, N.A., as Successor Trustee of the Joyce E. Tumblin Trust Dated October 16, 1998. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Stetson University Inc.

_____
By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by _____, as _____ of Stetson University Inc., on behalf of the corporation. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Andrea Baumann

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Andrea Baumann. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Signed, sealed and delivered
In the presence of

_____
Witness 1 Signature

_____
Print Name of Witness 1

_____
Witness 2 Signature

_____
Print Name of Witness 2

Owner(s):
Beth Anne Burnett

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me, by means of [_] online notarization or [_] physical presence, this ____ day of _____, 20____, by Beth Anne Burnett. He / She is [_] personally known to me or [_] has produced the following as identification _____, and he / she did not take an oath.

_____
Notary Type, Print, or Stamp Name

My Commission Expires: _____

Exhibit A
Legal Description

THAT PART OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1710 FEET AND EXCEPT THE EAST 25 FEET IN ROAD. AND THE NORTH 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 25 FEET IN ROAD. ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°17'40"W ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 50' ROAD AS LAID OUT AND NOW IN USE) AND THE POINT OF BEGINNING; THENCE S00°41'24"E ALONG SAID WESTERLY RIGHT OF WAY LINE 253.26 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S89°10'44"W, 319.15 FEET TO THE EAST LINE OF THE NORTHERLY 126 FEET OF SOUTH 406 FEET OF THE WESTERLY 317.5 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 SAID SECTION 1; THENCE S00°57'33"E ALONG SAID EAST LINE 1.00 FEET; THENCE DEPART SAID EAST LINE S89°01'32"W, 205.45 FEET; THENCE N00°58'28"W, 1.55 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°10'44"W ALONG SAID SOUTH LINE 0.41 FEET TO THE WEST LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE N00°40'39"W ALONG SAID WEST LINE 254.32 FEET TO THE WEST LINE OF EAST 550 FEET OF SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST EXCEPT THE NORTHERLY 1710 FEET; THENCE N00°50'04"W ALONG SAID WEST LINE 299.64 FEET TO THE NORTH LINE EAST 550 FEET OF THE SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT THE NORTHERLY 1710 FEET; THENCE N88°54'23"E ALONG SAID NORTH LINE 524.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFORE SAID AIRPORT ROAD; THENCE S00°59'46"E ALONG SAID WESTERLY RIGHT OF WAY LINE 303.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 291,595 SQ. FT. OR 6.694 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE LOCALY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, SAID CORNER BEING A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PLS #4722; THENCE N89º17’40”E, ALONG THE NORTH LINE OF SAID SECTION 1, 40.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 1, N89º17’40”EAST, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00º40’39”E, 254.34 FEET; THENCE S89º10’44”W, 111.65 FEET; THENCE S00º39’34”E, 406.64 FEET; THENCE S89º11’50”W, 1,224.42 FEET; THENCE S00º37’28”E, 619.13 FEET TO THE NORTHERLY RIGHT OF WAY OF CHARLES STREET, SAID RIGHT OF WAY BEING PRESCRIPTIVE ACCORDING TO THE DEPARTMENT OF ENGINEERING, VOLUSIA COUNTY FLORIDA, DRAWING NUMBER P-26 1687-1-2 DATED OCTOBER 5, 1978 WITH A VARIABLE WIDTH; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES, N87º58’36”W, 38.96 FEET; THENCE N89º45’10”W, 100.06 FEET; THENCE N88º36’27”W, 100.05 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE S89º57’38”W, 100.01 FEET; THENCE N89º23’01”W, 100.00 FEET; THENCE N89º45’10”W, 100.00 FEET; THENCE N89º56’20”W, 82.84 FEET TO THE EASTERLY RIGHT OF WAY OF RUSSELL ROAD, SAID RIGHT OF WAY BEING 40.00 FEET IN WIDTH; THENCE DEPARTING AFORE MENTIONED RIGHT OF WAY OF CHARLES STREET AND ALONG SAID EASTERLY RIGHT OF WAY OF RUSSELL ROAD, N00º34’09”W, 1,267.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,757,703 SQUARE FEET, OR 40.35 ACRES

TOGETHER WITH

THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, TOGETHER WITH A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST LESS THAT PORTION IN CHARLES STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°03'39"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1257.11 FEET; THENCE DEPART SAID SOUTH LINE N00°35'58"W, 29.58 FEET TO THE NORTH RIGHT OF WAY LINE OF CHARLES STREET (PRESCRIPTIVE R/W WIDTH VARIES PER VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, DRAWING No. P26 1687-1-2) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES, S89°40'29"W, 69.18 FEET; THENCE N89°40'23"W, 99.89 FEET; THENCE N89°10'47"W, 100.01 FEET; THENCE S89°40'27"W, 100.00 FEET; THENCE N89°10'48"W, 100.00 FEET; THENCE N89°48'37"W, 99.94 FEET; THENCE N87°58'36"W, 61.07 FEET TO THE WEST LINE OF THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1; THENCE N00°37'28"W ALONG SAID WEST LINE 619.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE N89°11'50"E ALONG SAID NORTH LINE 694.68 FEET TO THE EAST LINE 0F NORTHERLY 281.71' OF THE WEST 35 FEET OF THE EASTERLY 1227 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE S00°41'29"E ALONG SAID EAST LINE 279.63 FEET; THENCE DEPART SAID EAST LINE S88°59'54"W, 64.90 FEET; THENCE S00°35'58"E, 351.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	COMMON OPEN SPACE EXHIBIT
4	TOPOGRAPHY & FEMA MAP EXHIBIT
5	ADJACENT PROPERTY EXHIBIT
6	EASEMENT PLAN

CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR

VINTAGE ACRES

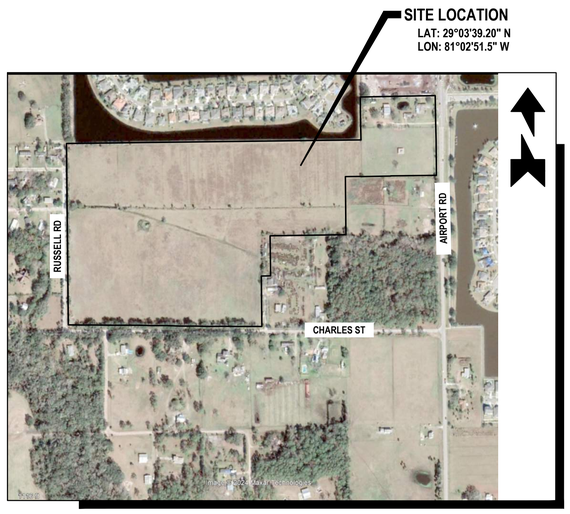
SECTION 01, TOWNSHIP 17, RANGE 32
720100000010, 720100000014 & 720100000016
PORT ORANGE, FLORIDA 32168

PROJECT STATEMENT

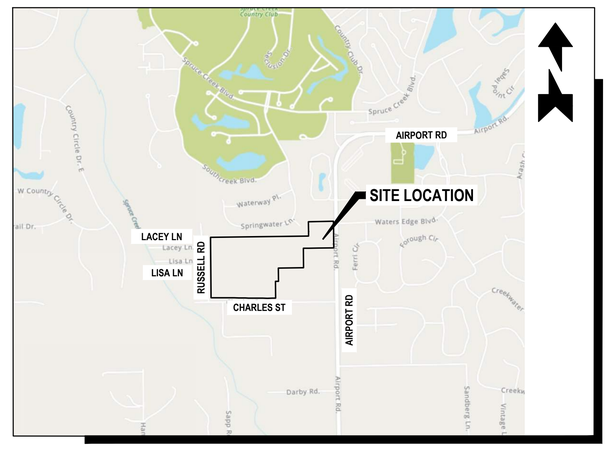
PROPOSE A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "VINTAGE ACRES" CONSISTING OF 113 SINGLE FAMILY DETACHED DWELLING UNITS ON 56.529 ACRES (2.0 UNITS PER ACRE).

NOTE:

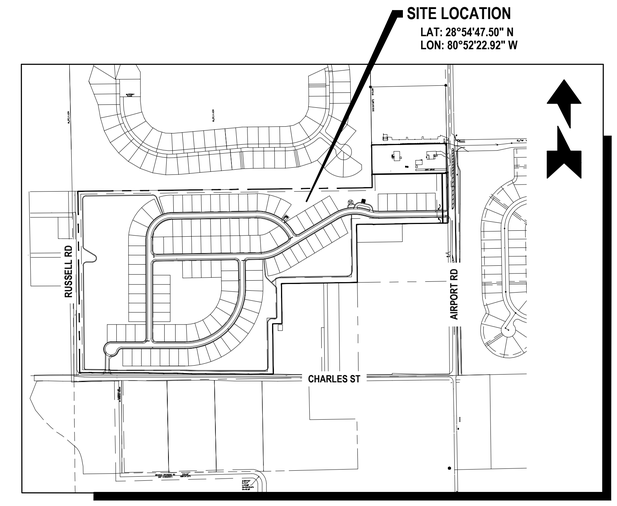
COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.



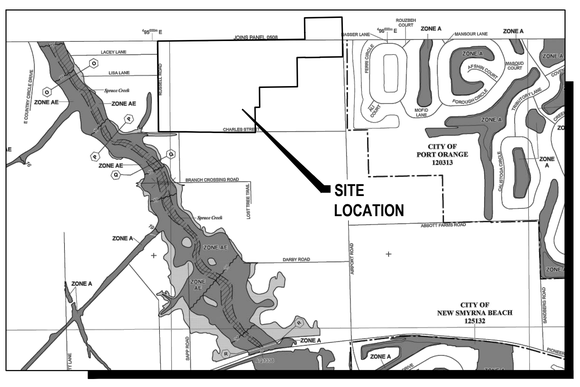
AERIAL MAP
SCALE: 1" = 500'



LOCATION MAP
SCALE: 1" = 1500'

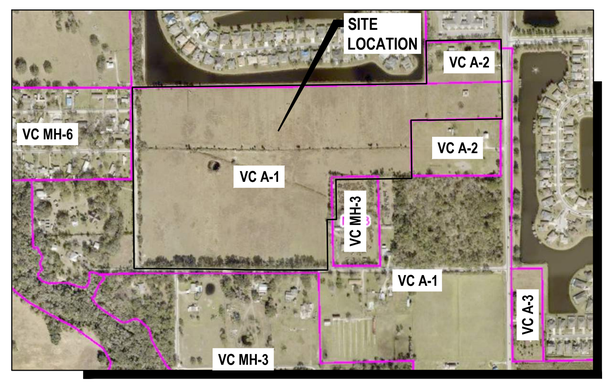


PUD MAP
SCALE: 1" = 500'



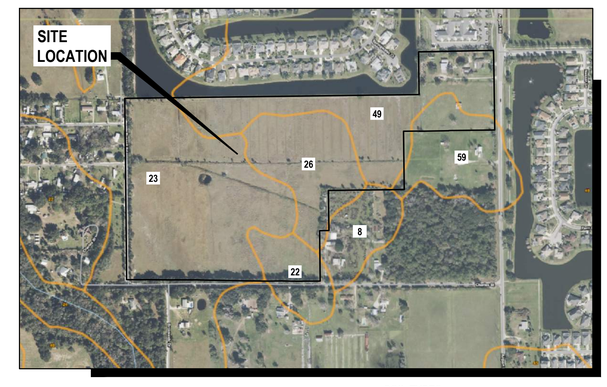
FLOOD ZONE MAP
SCALE: 1" = 1000'

FLOOD ZONE "X" PANEL No. 12127C0516H, DATED FEBRUARY 18, 2014



ZONING MAP
SCALE: 1" = 500'

ZONING: VC A-1 (PRIME AGRICULTURE)
VC A-2 (RURAL AGRICULTURE)



SOILS MAP
SCALE: 1" = 500'

SOIL TYPES:
(8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES
(22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES
(23) FARMTON FINE SANDS, 0 TO 5 PERCENT SLOPES
(26) HOLOPAW SAND
(49) POMONA FINE SAND
(59) SCOGGIN SAND

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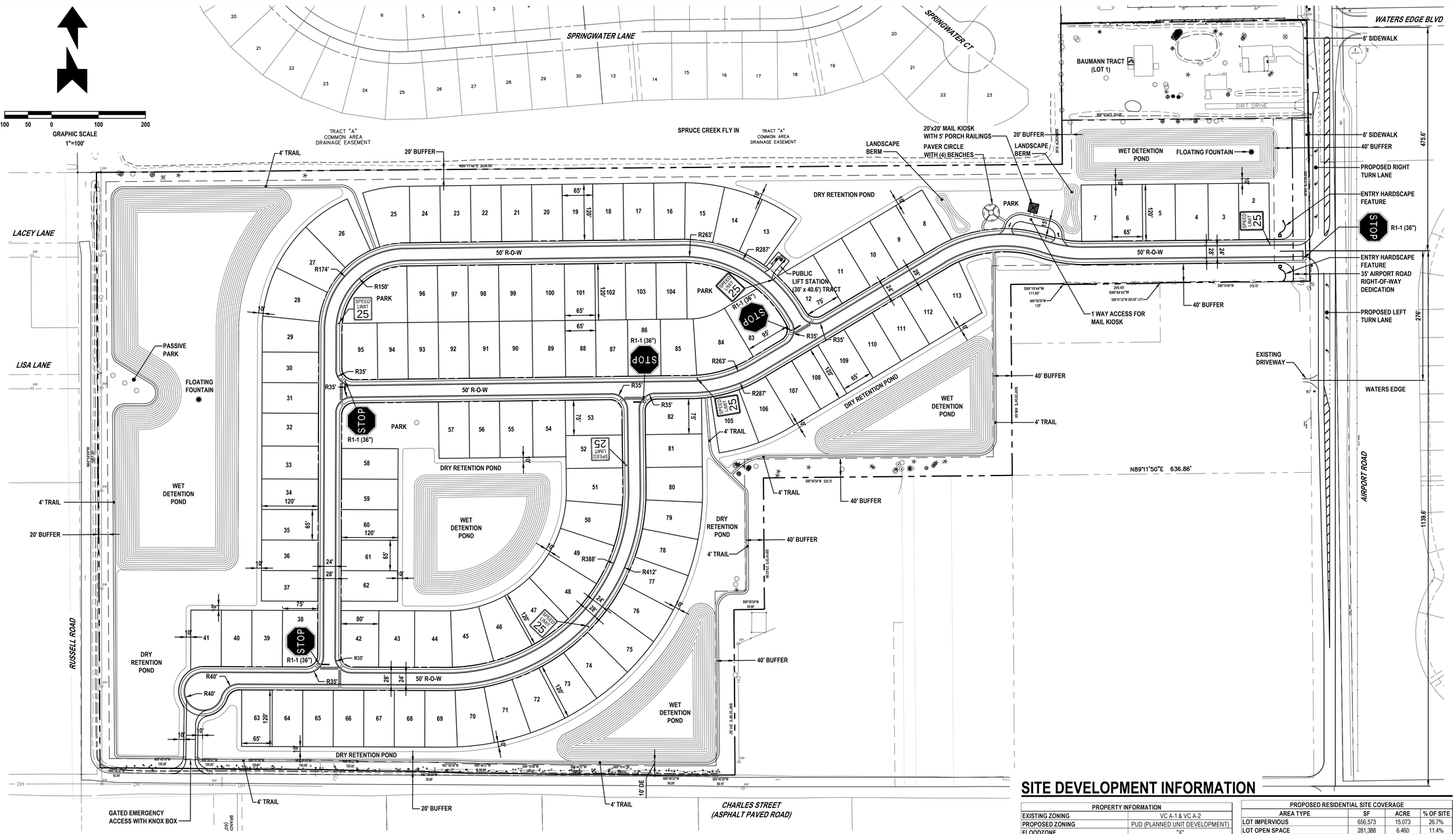
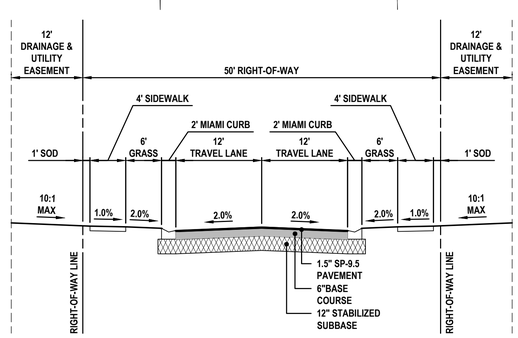


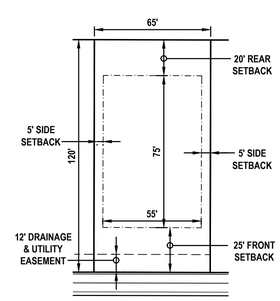
NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.



ROADWAY TYPICAL SECTION 50' RIGHT-OF-WAY

NOT TO SCALE



TYPICAL 65' LOT

NOT TO SCALE

SITE DEVELOPMENT INFORMATION

PROPERTY INFORMATION	
EXISTING ZONING	VC A-1 & VC A-2
PROPOSED ZONING	PUD (PLANNED UNIT DEVELOPMENT)
FLOODZONE	"X"
BUILDING USES	SINGLE FAMILY
LOTS	113 (2.00 UNITS / ACRE)

VINTAGE ACRES TRACT DEVELOPMENT REQUIREMENTS	
FRONT SETBACK (DWELLING BUILDING)	25 FEET
FRONT SETBACK (OPEN PORCH)	20 FEET
SIDE CORNER (DWELLING BUILDING)	25 FEET
SIDE CORNER (OPEN PORCH)	20 FEET
SIDE SETBACK	5 FEET
MINIMUM LOT WIDTH	65 FEET
MINIMUM LOT DEPTH	120 FEET
MINIMUM LOT AREA	7,800 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM OPEN SPACE	30 % PER LOT
MAXIMUM IMPERVIOUS AREA	70 % PER LOT
MINIMUM LIVING AREA	1,850 SQUARE FEET

BAUMANN TRACT DEVELOPMENT REQUIREMENTS	
FRONT SETBACK	40 FEET
FRONT CORNER SETBACK	40 FEET
SIDE SETBACK	25 FEET
MINIMUM LOT WIDTH	150 FEET
MINIMUM LOT DEPTH	250 FEET
MINIMUM LOT AREA	1 ACRE
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM OPEN SPACE	40 % PER LOT
MAXIMUM IMPERVIOUS AREA	60 % PER LOT
MINIMUM LIVING AREA	1,850 SQUARE FEET

PROPOSED RESIDENTIAL SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
LOT IMPERVIOUS	656,573	15.073	26.7%
LOT OPEN SPACE	281,388	6.460	11.4%
IMPERVIOUS	187,609	4.307	7.6%
EXISTING IMPERVIOUS	9,540	0.219	0.4%
WET DETENTION POND	447,323	10.269	18.2%
GREEN SPACE	879,959	20.201	35.7%
TOTAL SITE (GROSS)	2,462,392	56.529	100.0%
GROSS DENSITY	113 UNITS / 56.529 =		2.00
TOTAL OPEN SPACE	1,608,670	36.930	65.3%
TOTAL IMPERVIOUS SURFACE	853,722	19.599	34.7%

OVERALL PUD REQUIREMENTS	
MAXIMUM IMPERVIOUS COVERAGE	40%
MINIMUM OPEN SPACE	60%
MINIMUM COMMON OPEN SPACE	20%

STORMWATER			
AREA TYPE	SF	ACRE	%
DRY RETENTION POND	248,157	5.697	10.1%
WET DETENTION POND	447,323	10.269	18.2%
TOTAL SITE	2,462,392	56.529	100.0%
TOTAL STORMWATER	695,480	15.966	28.2%

REVISIONS

DATE	DESCRIPTION
7/10/25	CITY COMMENTS
8/13/25	CITY COMMENTS
9/3/25	CITY COMMENTS

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SITE LAYOUT PLAN
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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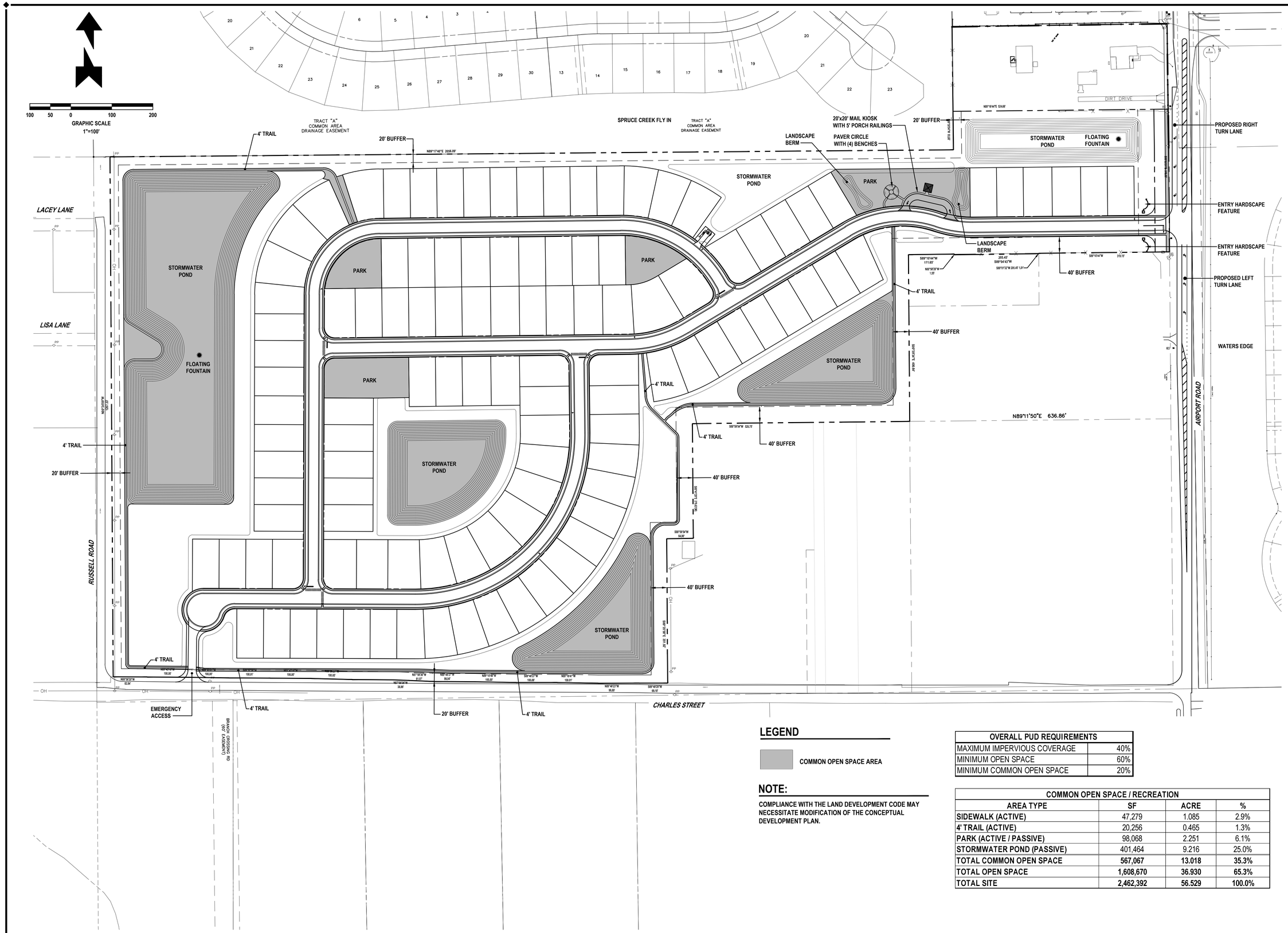
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 100'

DRAWING NUMBER

2



LEGEND

COMMON OPEN SPACE AREA

NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

OVERALL PUD REQUIREMENTS	
MAXIMUM IMPERVIOUS COVERAGE	40%
MINIMUM OPEN SPACE	60%
MINIMUM COMMON OPEN SPACE	20%

COMMON OPEN SPACE / RECREATION			
AREA TYPE	SF	ACRE	%
SIDEWALK (ACTIVE)	47,279	1.085	2.9%
4' TRAIL (ACTIVE)	20,256	0.465	1.3%
PARK (ACTIVE / PASSIVE)	98,068	2.251	6.1%
STORMWATER POND (PASSIVE)	401,464	9.216	25.0%
TOTAL COMMON OPEN SPACE	**567,067**	**13.018**	**35.3%**
TOTAL OPEN SPACE	**1,608,670**	**36.930**	**65.3%**
TOTAL SITE	**2,462,392**	**56.529**	**100.0%**

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9/3/25	CITY COMMENTS

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COMMON OPEN SPACE EXHIBIT
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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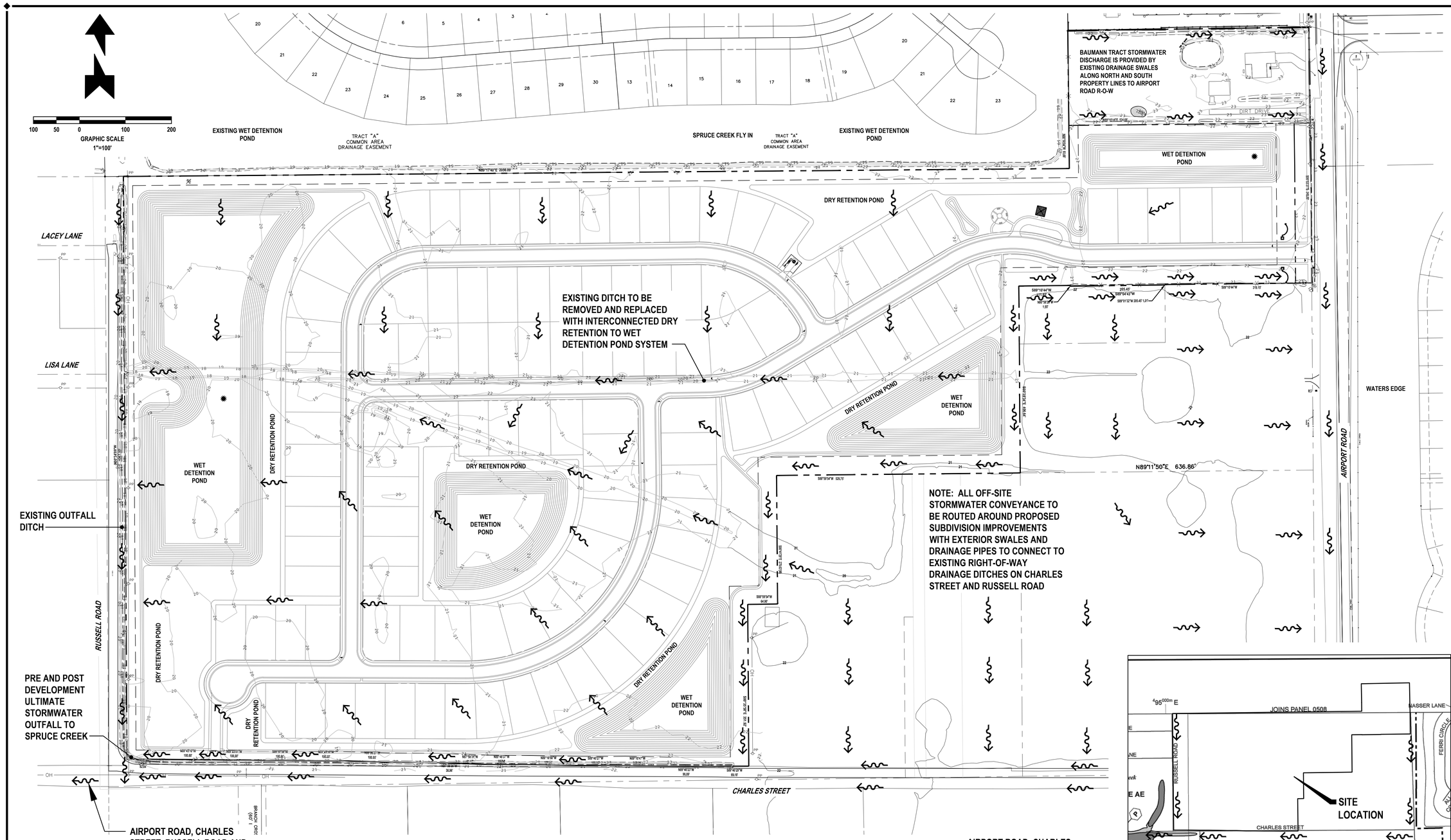

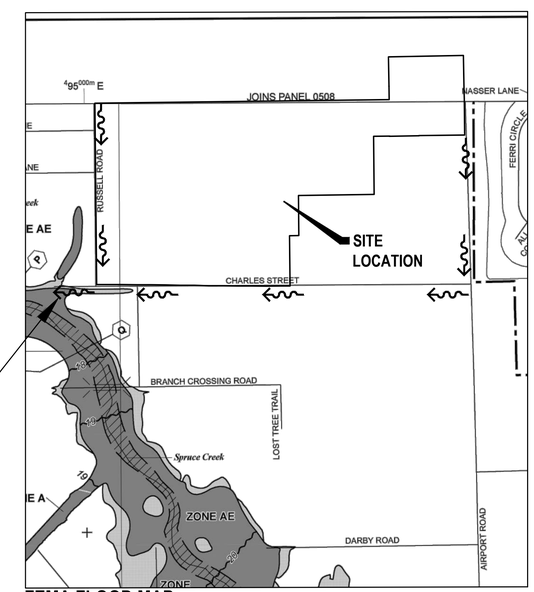

AIRPORT ROAD, CHARLES STREET, RUSSELL ROAD AND VINTAGE ACRES PUD ULTIMATE DISCHARGE LOCATION TO SPRUCE CREEK

FEMA FLOOD MAP

SCALE: 1" = 500'

ENTIRE PROPERTY = FLOOD ZONE "X"

SUMMARY OF DRAINAGE:

THE STORMWATER MANAGEMENT SYSTEM WILL BE DESIGNED PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), VOLUSIA COUNTY LAND DEVELOPMENT CODE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS.

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS EQUAL TO THE GREATER OF:

1. SJRWMD PRESUMPTIVE REQUIRED TREATMENT VOLUME FOR OFW (i.e. SPRUCE CREEK) FOR PRE-TREATED WET DETENTION SYSTEMS BY WAY OF DRY RETENTION (SECTION 8 SUBSECTIONS 1 THRU 13, ERP A.H. VOL II).
2. BMP TRAINS NUTRIENT REMOVAL TREATMENT VOLUME REQUIRED TO OBTAIN A NET IMPROVEMENT OF NITROGEN AND PHOSPHOROUS REMOVAL FROM THE DISCHARGE.

THE STORMWATER SYSTEM WILL BE DESIGNED AS A TREATMENT TRAIN SYSTEM CONSISTING OF DRY RETENTION (PRE-TREATMENT) TO WET DETENTION POND. THE STORMWATER SYSTEM WILL BE DESIGNED TO PROVIDE A 25% REDUCTION IN PEAK DISCHARGE RATE AND TOTAL RUNOFF VOLUME FOR BOTH THE 25-YEAR AND 100-YEAR, 24-HOUR STORM EVENTS.

NOTES

1. ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
2. SITE SOILS:
   - A. (8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES
   - B. (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES
   - C. (23) FARMTON FINE SAND, 0 TO 5 PERCENT SLOPES
   - D. (26) HOLOPAW SAND
   - E. (49) POMONA FINE SAND
   - F. (59) SCOGGIN SAND

LEGEND

EXISTING DIRECTION OF RUNOFF SHEET FLOW PATH

NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

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TOPOGRAPHIC & FEMA MAP EXHIBIT

VINTAGE ACRES PUD

AIRPORT ROAD
PORT ORANGE, FL 32168

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DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 100'

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4

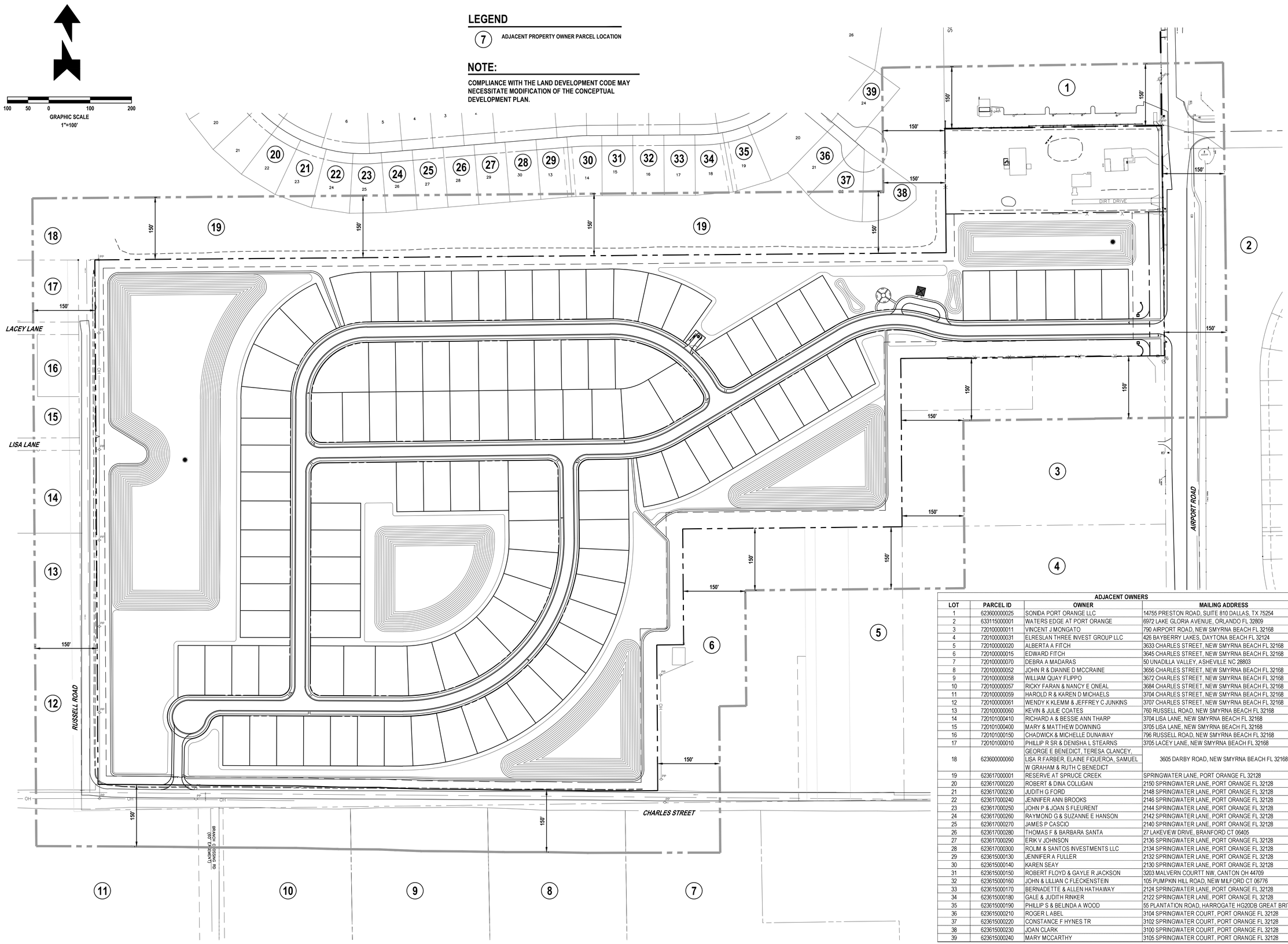
LEGEND

(7) ADJACENT PROPERTY OWNER PARCEL LOCATION

NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

GRAPHIC SCALE
1"=100'
100 50 0 100 200



ADJACENT OWNERS			
LOT	PARCEL ID	OWNER	MAILING ADDRESS
1	623600000025	SONIDA PORT ORANGE LLC	14755 PRESTON ROAD, SUITE 810 DALLAS, TX 75254
2	633115000001	WATERS EDGE AT PORT ORANGE	6972 LAKE GLORIA AVENUE, ORLANDO FL 32809
3	720100000011	VINCENT J MONGATO	790 AIRPORT ROAD, NEW SMYRNA BEACH FL 32168
4	720100000031	ELRESLAN THREE INVEST GROUP LLC	426 BAYBERRY LAKES, DAYTONA BEACH FL 32124
5	720100000020	ALBERTA A FITCH	3633 CHARLES STREET, NEW SMYRNA BEACH FL 32168
6	720100000015	EDWARD FITCH	3645 CHARLES STREET, NEW SMYRNA BEACH FL 32168
7	720100000070	DEBRA A MADARAS	50 UNADILLA VALLEY, ASHEVILLE NC 28803
8	720100000052	JOHN R & DIANNE D MCCRAINE	3656 CHARLES STREET, NEW SMYRNA BEACH FL 32168
9	720100000058	WILLIAM QUAY FLIPPO	3672 CHARLES STREET, NEW SMYRNA BEACH FL 32168
10	720100000057	RICKY FARAN & NANCY E ONEAL	3684 CHARLES STREET, NEW SMYRNA BEACH FL 32168
11	720100000059	HAROLD R & KAREN D MICHAELS	3704 CHARLES STREET, NEW SMYRNA BEACH FL 32168
12	720100000061	WENDY K KLEMM & JEFFREY C JUNKINS	3707 CHARLES STREET, NEW SMYRNA BEACH FL 32168
13	720100000060	KEVIN & JULIE COATES	760 RUSSELL ROAD, NEW SMYRNA BEACH FL 32168
14	720101000410	RICHARD A & BESSIE ANN THARP	3704 LISA LANE, NEW SMYRNA BEACH FL 32168
15	720101000400	MARY & MATTHEW DOWNING	3705 LISA LANE, NEW SMYRNA BEACH FL 32168
16	720101000150	CHADWICK & MICHELLE DUNAWAY	796 RUSSELL ROAD, NEW SMYRNA BEACH FL 32168
17	720101000010	PHILLIP R SR & DENISHA L STEARNS	3705 LACEY LANE, NEW SMYRNA BEACH FL 32168
18	623600000060	GEORGE E BENEDICT, TERESA CLANCEY, LISA R FARBER, ELAINE FIGUEROA, SAMUEL W GRAHAM & RUTH C BENEDICT	3605 DARBY ROAD, NEW SMYRNA BEACH FL 32168
19	623617000001	RESERVE AT SPRUCE CREEK	SPRINGWATER LANE, PORT ORANGE FL 32128
20	623617000220	ROBERT & DINA COLLIGAN	2150 SPRINGWATER LANE, PORT ORANGE FL 32128
21	623617000230	JUDITH G FORD	2148 SPRINGWATER LANE, PORT ORANGE FL 32128
22	623617000240	JENNIFER ANN BROOKS	2146 SPRINGWATER LANE, PORT ORANGE FL 32128
23	623617000250	JOHN P & JOAN S FLEURENT	2144 SPRINGWATER LANE, PORT ORANGE FL 32128
24	623617000260	RAYMOND G & SUZANNE E HANSON	2142 SPRINGWATER LANE, PORT ORANGE FL 32128
25	623617000270	JAMES P CASCIO	2140 SPRINGWATER LANE, PORT ORANGE FL 32128
26	623617000280	THOMAS F & BARBARA SANTA	27 LAKEVIEW DRIVE, BRANFORD CT 06405
27	623617000290	ERIK V JOHNSON	2136 SPRINGWATER LANE, PORT ORANGE FL 32128
28	623617000300	ROLIM & SANTOS INVESTMENTS LLC	2134 SPRINGWATER LANE, PORT ORANGE FL 32128
29	623615000130	JENNIFER A FULLER	2132 SPRINGWATER LANE, PORT ORANGE FL 32128
30	623615000140	KAREN SEAY	2130 SPRINGWATER LANE, PORT ORANGE FL 32128
31	623615000150	ROBERT FLOYD & GAYLE R JACKSON	3203 MALVERN COURTT NW, CANTON OH 44709
32	623615000160	JOHN & LILLIAN C FLECKENSTEIN	105 PUMPKIN HILL ROAD, NEW MILFORD CT 06776
33	623615000170	BERNADETTE & ALLEN HATHAWAY	2124 SPRINGWATER LANE, PORT ORANGE FL 32128
34	623615000180	GALE & JUDITH RINKER	2122 SPRINGWATER LANE, PORT ORANGE FL 32128
35	623615000190	PHILLIP S & BELINDA A WOOD	55 PLANTATION ROAD, HARROGATE HG20DB GREAT BRITAIN
36	623615000210	ROGER L ABEL	3104 SPRINGWATER COURT, PORT ORANGE FL 32128
37	623615000220	CONSTANCE F HYNES TR	3102 SPRINGWATER COURT, PORT ORANGE FL 32128
38	623615000230	JOAN CLARK	3100 SPRINGWATER COURT, PORT ORANGE FL 32128
39	623615000240	MARY MCCARTHY	3105 SPRINGWATER COURT, PORT ORANGE FL 32128

REVISIONS

DATE	DESCRIPTION
8/13/25	CITY COMMENTS

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NEWKIRK ENGINEERING INC.

ADJACENT PROPERTY EXHIBIT
VINTAGE ACRES PUD
AIRPORT ROAD
PORT ORANGE, FL 32168

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Harry Newkirk

HARRY NEWKIRK
LICENSE
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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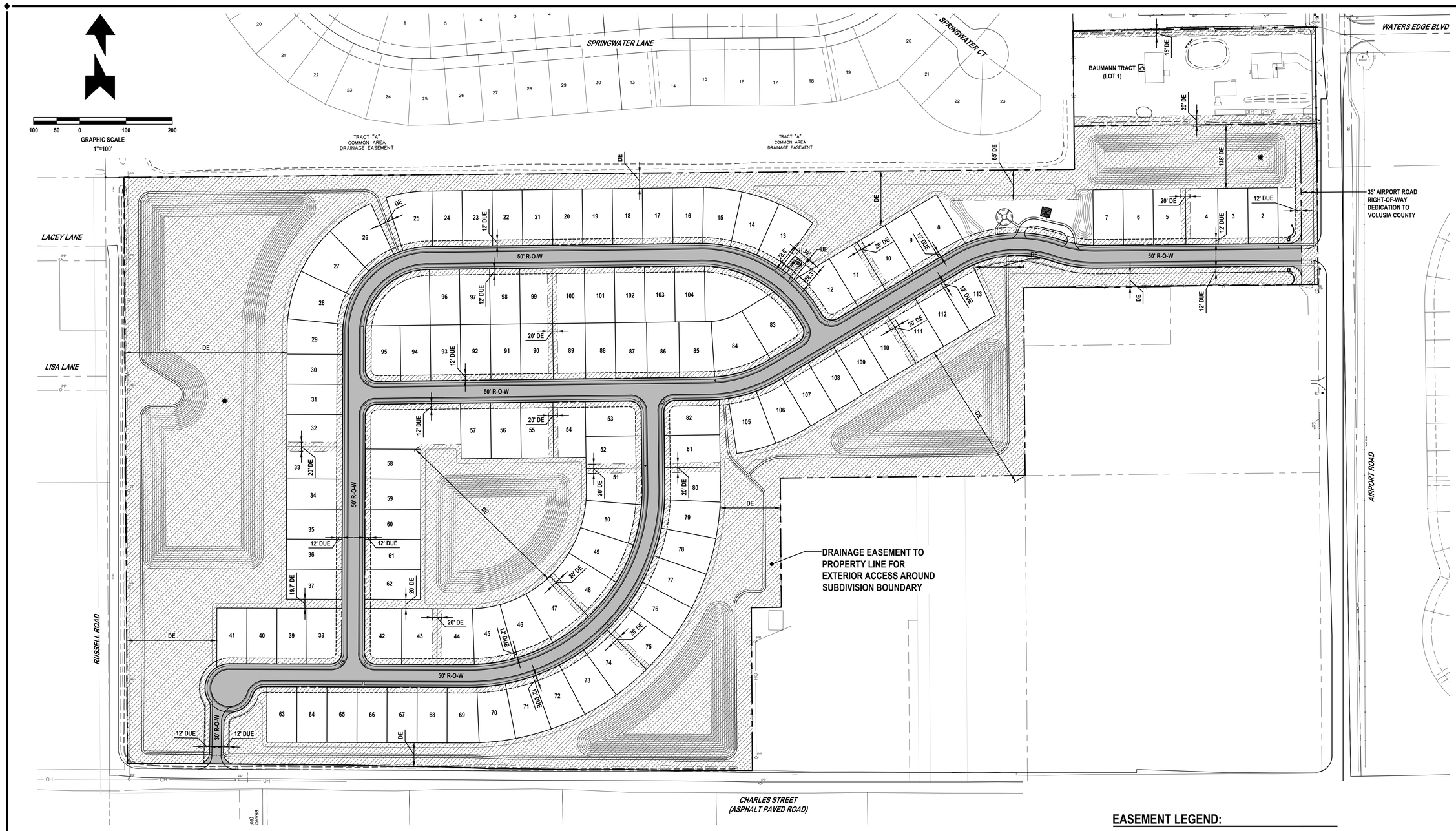
PROJECT No:	2024-61
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 100'

DRAWING NUMBER

5



EASEMENT LEGEND:

- PROPOSED PUBLIC RIGHT-OF-WAY (R-O-W)
- PROPOSED DRAINAGE AND UTILITY EASEMENT (DUE)
- PROPOSED UTILITY EASEMENT (UE)
- PROPOSED DRAINAGE EASEMENT (DE)
- VOLUSIA COUNTY RIGHT-OF-WAY DEDICATION

NOTE:
ALL EASEMENTS SHOWN ON THIS PLAN ARE PRELIMINARY IN NATURE AND ARE PROVIDED SOLELY FOR THE PURPOSE OF ILLUSTRATING THE CONCEPTUAL DEVELOPMENT PLAN EASEMENTS. THE LOCATION, WIDTH, AND CONFIGURATION OF THESE EASEMENTS ARE SUBJECT TO MODIFICATION DURING THE DETAILED DESIGN AND PERMITTING PHASE.

REVISIONS

DATE	DESCRIPTION
7/10/25	CITY COMMENTS
8/13/25	CITY COMMENTS
9/3/25	CITY COMMENTS

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EASEMENT PLAN
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DRAWING NUMBER

6

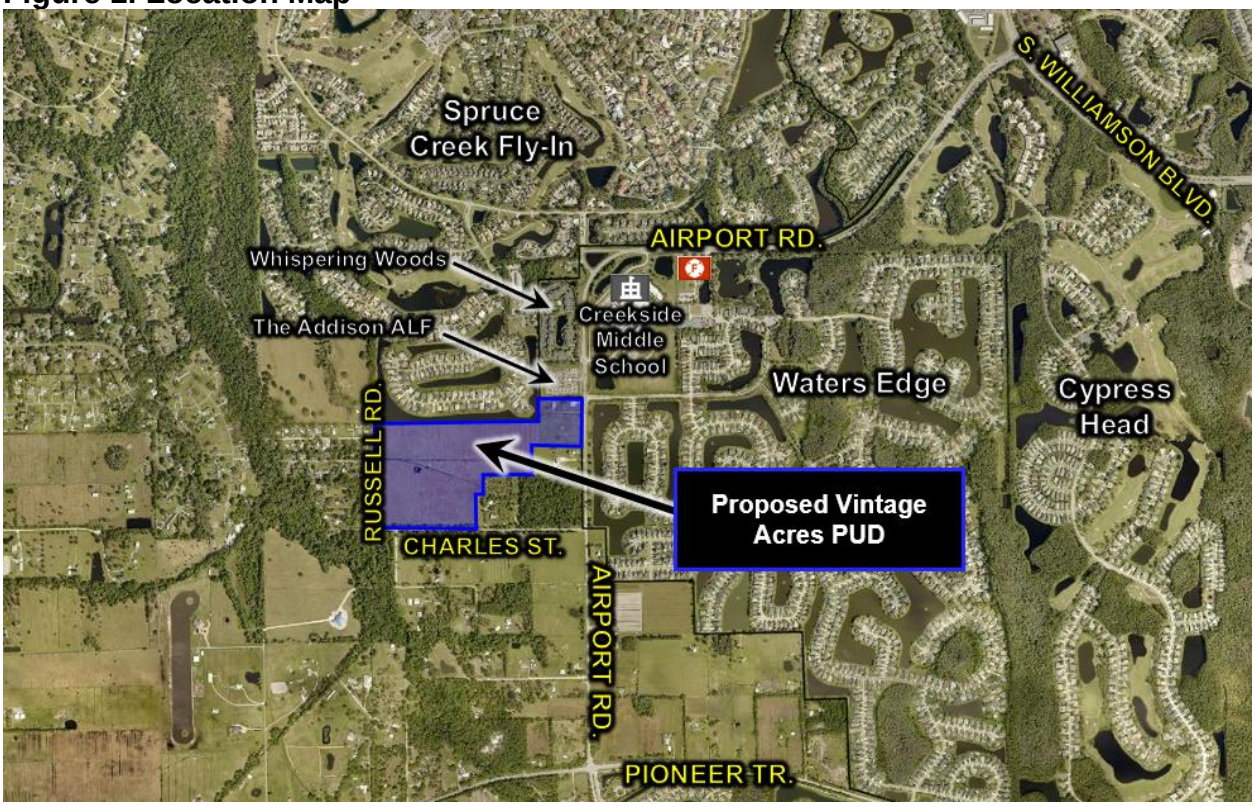
STAFF REPORT
Planned Unit Development Rezoning and Vintage Acres Master Development Agreement and Conceptual Development Plan
CASE NO. PRZA-25-0003

REQUEST:	Rezone ±56.53 acres from Volusia County A-1 (Prime Agriculture) and Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD) and establish the Vintage Acres Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
APPLICANT:	Storch Law Firm
PROPERTY OWNERS:	Andrea Baumann and Beth Anne Burnett; Joyce E Tumblin Trust; Stetson University Inc.
LOCATION:	West side of Airport Road, north of Charles Street
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 4-0 (September 25, 2025)
CITY COUNCIL:	October 21,2025

INTRODUCTION
The Storch Law Firm, on behalf of the property owners, has submitted a request to rezone approximately 56.53 acres consisting of 52.96 acres of Volusia County A-1 (Prime Agriculture) and 3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD) and to establish the Vintage Acres Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework for the development of a 113 single-family residential lot subdivision. The subject property is located on the west side of Airport Road, north of Charles Street (Figure 1 – Page 2).

The subject property was annexed into the City of Port Orange at the June 17, 2025, City Council meeting. During the public hearings for the annexation, the applicant acknowledged that, if the annexation was approved, the property would require the assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. The applicant is now requesting to establish a City FLU designation and zoning classification to support the development of a residential subdivision consistent with what was outlined in the annexation staff report and the discussions held during the public hearings for the annexation in Summer 2025.

Figure 1. Location Map



OVERVIEW OF THE PLANNED UNIT DEVELOPMENT (PUD) DISTRICT ZONING CLASSIFICATION

The Planned Unit Development (PUD) zoning district is a conditional zoning district that sets the framework for how a property can be developed, it does not approve any specific development on its own. Each PUD includes:

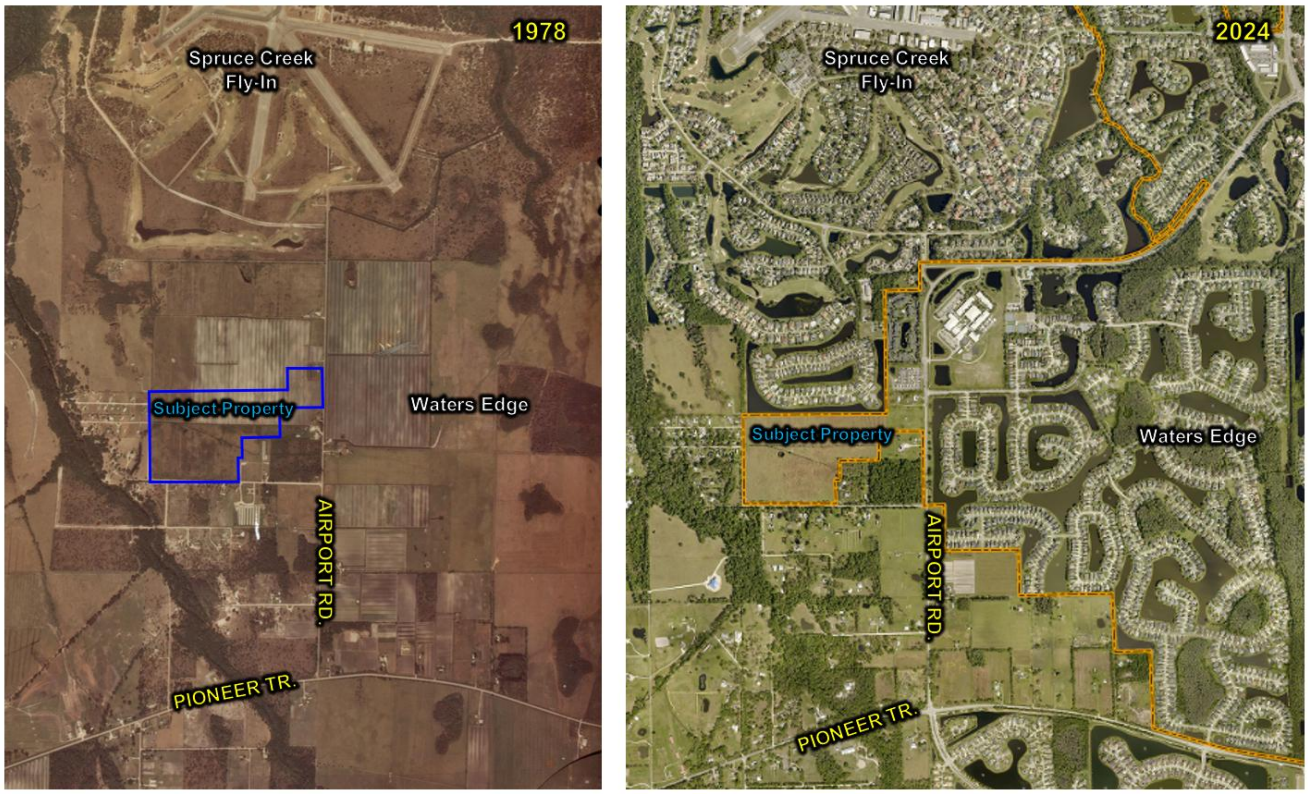
- A Master Development Agreement (MDA) establishes permitted uses and specific development standards.
- A Conceptual Development Plan (CDP) illustrates the general location of improvements and density on the subject property.

If the proposed Vintage Acres PUD is approved, the applicant must later submit detailed subdivision plans that comply with the MDA, CDP, LDC, and applicable State and regional permitting requirements from St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP), and Volusia County. These plans cover grading, stormwater drainage, landscaping (including the type and location of trees and shrubs), stormwater pipe sizing and placement, building locations, water and sewer lines, roadways, sidewalks, parking lots, off-site improvements, and other development requirements. A typical plan set is 30 to 75 pages of technical documents, signed and sealed by a licensed engineer, containing extensive engineering and construction details. At the time a PUD is requested, the detailed subdivision plans are not required and often have not yet been prepared.

OVERVIEW OF THE SUBJECT PROPERTY

The subject property has frontage along Airport Road, Charles Street, and Russell Road, all maintained by Volusia County. The majority of the property is currently cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner of the subject property. Based on aerial imagery available to staff, the ±56.53-acre property has been cleared pastureland since at least the late 1978 (see Figure 2).

Figure 2. Aerial Images of the Subject Property in 1978 and 2024



CURRENT LAND USES, FUTURE LAND USE DESIGNATIONS AND ZONING CLASSIFICATIONS, AND DENSITY OF PROPERTIES ADJACENT TO THE SUBJECT PROPERTY:

- The current and proposed Future Land Use (FLU) designations for the subject property and the properties adjacent to the subject property are identified in Exhibit 1.

- The current and proposed zoning classification for the subject property and properties adjacent to the subject property are identified in Exhibit 3.

- The proposed Vintage Acres PUD allows for the development of up to 113 residential dwelling units, resulting in a density of approximately 2 dwelling units per acre.

- The current land uses, Future Land Use (FLU) designations, and zoning classifications for the properties adjacent to the subject property are summarized in Table 1 and the density for the properties adjacent to the subject property are summarized in Table 1 and shown in Figure 3.

Table 1. Current Land Uses, FLU Designations, Zoning Designations, and Density of Properties Adjacent to the Subject Property

Direction	Current Land Use	Current Density	Current FLU Designation	Current Zoning District
North	Spruce Creek Fly-In Single-Family Home Subdivision	3 units per acre	Volusia County *Urban Low Intensity* (0-4 units /acre)	Volusia County Planned Unit Development
	The Addison Assisted Living Facility	80 bed facility	City of Port Orange *Office/Residential Transition*	City of Port Orange Planned Unit Development
South	Charles Street - Volusia County Right-of-Way		Volusia County Right-of-Way	Volusia County Right-of-Way
	Single-Family Homes	1 unit per 5 acres	Volusia County *Agriculture Resource* (1 unit/10 acres) and *Rural* (1 unit/5 acres)	Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, A-2 Rural Agriculture
East	Airport Road - Volusia County Right-of-Way		Volusia County Right-of-Way	Volusia County Right-of-Way
	Waters Edge Single-Family Home Subdivision	2 units per acre	City of Port Orange *Rural Transition* (0-2 units/acre)	City of Port Orange Planned Unit Development
West	Russell Road - Volusia County Right-of-Way		Volusia County Right-of-Way	Volusia County Right-of-Way
	Mobile homes	2.4 units per acre	Volusia County *Rural* (1 unit/5 acres) and *Agriculture Resource* (1 unit/10 acres)	Volusia County MH-6 Urban Mobile Home Subdivision and A-1 Prime Agriculture

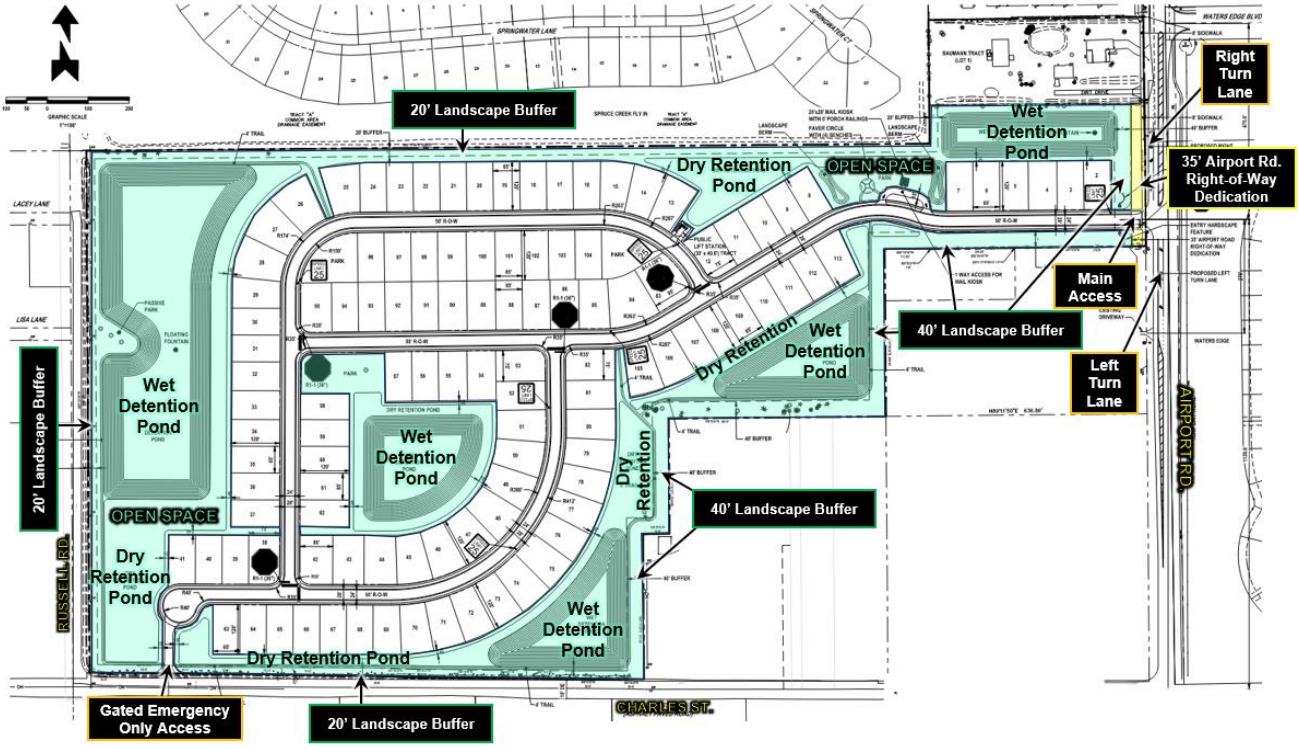
Figure 3. Density of Adjacent Development

DEVELOPMENT PROPOSAL

The following is an overview of the proposed Vintage Acres PUD for the development of a 113 single-family residential lot subdivision (see Figure 4 on Page 6), along with associated subdivision improvements. The aspects of the proposed PUD, including general site layout, access, dimensional requirements, landscape buffers, tree preservation, open space, utilities, and stormwater management are discussed below.

There are **no policy issues** requested as part of this PUD, as the development of the proposed subdivision will comply will all the requirements in the City's Land Development Code requirements.

Figure 4. Proposed Conceptual Development Plan



Subdivision Access and Streets

- Primary Access: The main public access point into the subdivision will be from Airport Road, subject to approval through Volusia County's driveway permitting process.

- Emergency Access: A connection to Charles Street, usable only during emergencies, if the Airport Road access point is blocked. A gated emergency access will be maintained by the Homeowners Association (HOA) and is sized to accommodate emergency vehicles. The emergency access onto Charles Street will be subject to approval through Volusia County's driveway permitting process.

- Airport Road Turn Lanes: A right-turn lane and left-turn lane from Airport Road into the subdivision will be constructed. The turn lanes will be subject to approval through Volusia County's driveway permitting process.

- Sidewalk: An 8-foot-wide sidewalk will be constructed along the Airport Road frontage of the subject property to connect to the existing Airport Road sidewalk and connect with the internal subdivision sidewalk network.

- Roadways in Subdivision: All streets within the subdivision will be public and designed in accordance with the City's local roadway standard, including 4-foot-wide sidewalks on both sides.

Dimensional Requirements

- The PUD includes the dimensional requirements (lot width and area, setbacks, building height, open space, impervious/building coverage, etc.) for the proposed single-family home lots.

- Table 2 summarizes the dimensional requirements for the single-family home lots in the PUD. Overall, these requirements are generally consistent with those similar to the adjacent city residential subdivision that is in a PUD.

Table 2. Dimensional Requirements

Zoning District	Minimum Lot Width	Minimum Lot Area	Maximum Lot Impervious Surface Coverage	Minimum Lot Open Space	Front Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
Vintage Acres PUD	65 ft.	7,800 sq.ft.	70%	30%	25 ft. (dwelling) 20 ft. (porch)	5 ft.	20 ft.	35 ft.
Waters Edge PUD								
Small Single-Family	50 ft.	6,000 sq.ft.	60%	40%	25 ft	5 ft.	20 ft	35 ft.
Standard Single-family	75 ft.	7,500 sq.ft.	60%	40%	25 ft	7.5 ft	20 ft	35 ft

Transportation

The applicant's traffic engineering firm, LTG Engineering & Planning (LTG), has prepared a Traffic Memorandum in accordance with the City's and Volusia Flagler Transportation Planning Organization (VFTPO) guidelines for a Comprehensive Plan Amendment. This memorandum has been reviewed by staff.

- **Current Future Land Use (FLU) Designations:** Allows up to 19 single-family homes, which is estimated to generate
  - 14 AM peak hour trips (7:00 AM to 9:00 AM)
  - 22 PM peak hour trips (4:00 PM to 6:00 PM), and
  - 230 daily trips.
- **Requested Future Land Use (FLU) Designation:** Allows up to 113 single-family homes, which is estimated to generate:
  - 85 AM peak hour trips (7:00 AM to 9:00 AM),
  - 111 PM peak hour trips (4:00 PM to 6:00 PM) and
  - 1,129 daily trips.
- **Net increase:** The proposed change would result in an additional
  - 71 AM peak hour (7:00 AM to 9:00 AM),
  - 89 PM peak hour trips (4:00 PM to 6:00 PM), and
  - 899 daily trips.

The full extent of the development's impacts on the surrounding road network will not be known until a traffic concurrency review is completed as required with the review of final

subdivision plat and plan for the subject property. At the time the final subdivision plat and plans are submitted, the city will require a traffic study to thoroughly assess how the traffic from the subdivision will affect surrounding roadways and identify any roadway improvements that may be necessary. As with all new developments within the city, the developer of this project may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City and Volusia County. This agreement may include requirements to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

According to the latest traffic counts for Williamson Boulevard, Airport Road, and Pioneer Trail, there is currently capacity to accommodate the estimated 1,129 daily vehicular trips from development of the subject property (Table 3).

Table 3. Roadway Capacities for Roadways Adjacent to Subject Property

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Airport Road	Williamson Blvd. to Pioneer Tr.	6,950	32,600	0.21	79%
Airport Road	Pioneer Tr. to Luna Bela Ln.	4,850	34,230	0.14	86%
Pioneer Trail	Airport Rd. to Turnbull Bay Rd.	7,200	13,640	0.53	47%
Pioneer Trail	Tomoka farms Rd. to Airport Rd.	5,550	13,640	0.41	59%
Williamson Boulevard	Airport Rd. to Spruce Creek Bridge	25,000	37,970	0.66	34%
Williamson Boulevard	Spruce Creek Bridge to Taylor Rd.	25,000	37,970	0.66	34%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.
Source: Volusia County Traffic Engineering (2022 data is the current available data).

According to LTG's analysis, only the segment of Pioneer Trail between Airport Road and Turnbull Bay Road is projected to exceed the adopted level of service (LOS) standards due to traffic generated by approved developments along Pioneer Trail in New Smyrna Beach, including the Vintage Acres Subdivision. These projects are expected to contribute additional traffic volume to this roadway segment.

Depending on the timing of construction and completion of these developments, capacity along Pioneer Trail may become constrained. As with all new developments within the city, the developer of this project may be required to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

Open Space, Tree Preservation, Landscaping, and Buffers
The proposed PUD will comply with all the landscaping, tree preservation, and open space requirements in the LDC.

- Tree Preservation: Minimum of 15% or 8.48-acres of the 56.53-acre property will be set aside to protect existing trees.

- Open Space: Minimum of 60% or 33.91-acres of the 56.53-acre property will be open space, including undeveloped land, stormwater ponds, landscape buffers, and passive recreation areas. The proposed CDP shows 65.3% or 36.93 acres of the property as open space, which is 5% or 2.83 acres above what is required by the LDC.

- Specimen Trees: Initial site data shows that there are 43 specimen trees. The LDC requires that a minimum of 34 of the 43-specimen trees be preserved. Based on the CDP, it is anticipated that all 43 specimen trees will be preserved.

- Perimeter Landscape Buffers:
    - 20 feet along the northern boundary (except along the Baumann Tract where a single-family home will remain)
    - 20 feet along the western and southern boundaries adjacent to Russell Road and Charles Street
    - 40 feet along the eastern boundary and adjacent to Airport Road

These requirements will be formally reviewed during submission of the final subdivision plat and plans to verify compliance.

Potable Water, Sanitary Sewer, and Reclaimed Water

- The PUD will be served by the existing City's potable water, sanitary sewer, and reclaimed water located within the Airport Road right-of-way.

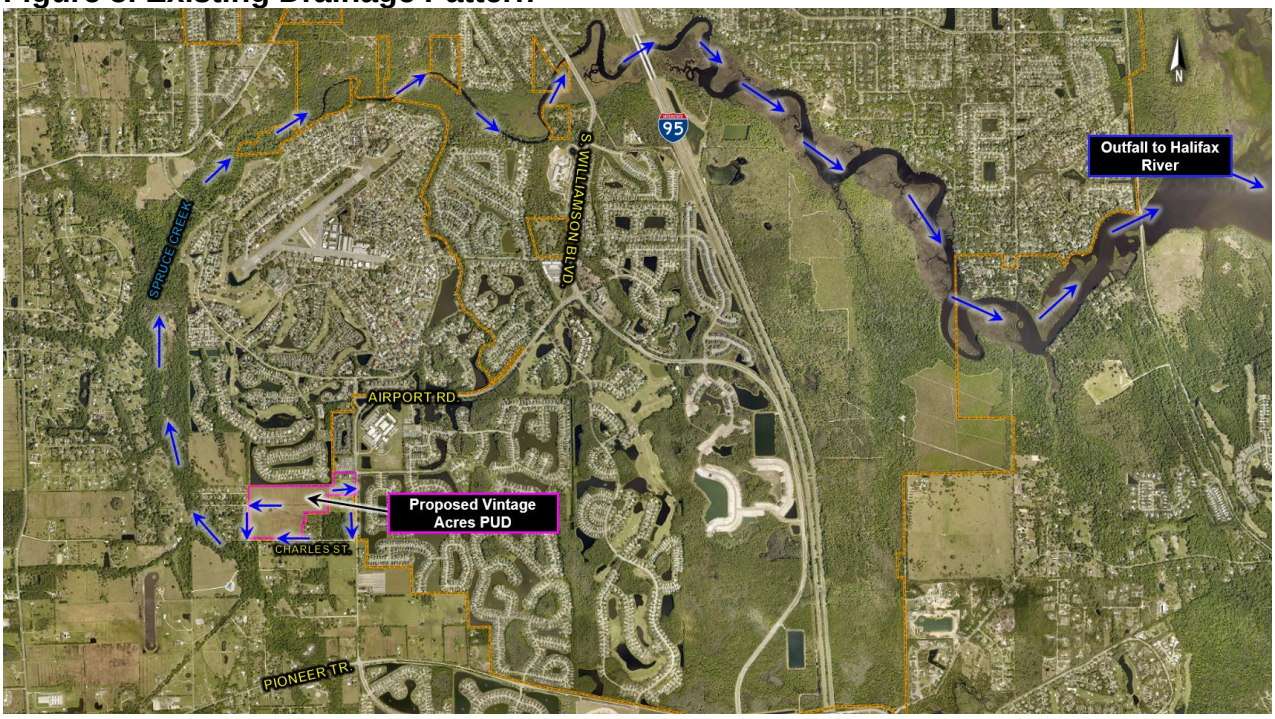
- Necessary improvements to infrastructure related to potable water, sanitary sewer, and reclaimed water will comply with the requirements of the City’s Land Development Code (LDC) and proposed MDA.

Stormwater Management
According to the City’s Comprehensive Plan and Land Development Code (LDC), a property must be able to manage stormwater on the subject property after development as it does prior to development or in its current undeveloped condition. Therefore, with the development of the subject property there can be no loss in the ability to hold stormwater or an increase in the volume of stormwater discharged or the peak rate stormwater discharged from the subject property into the regional drainage system.

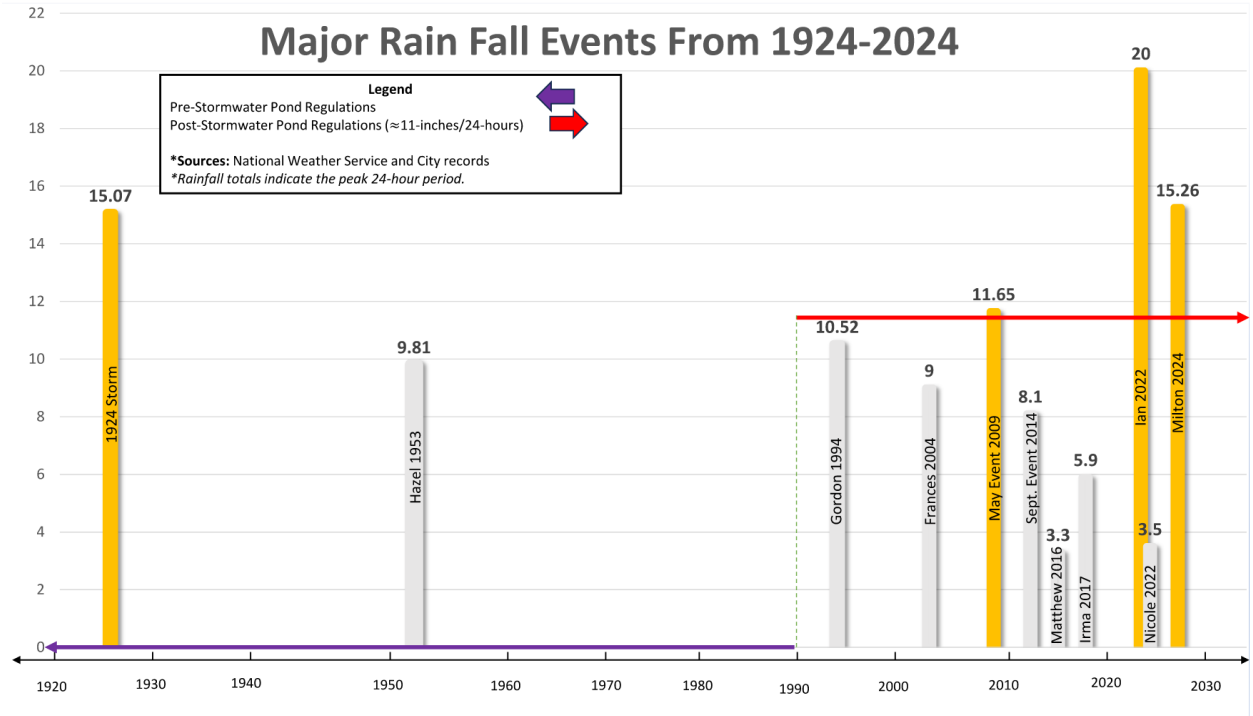
In addition to complying with the City’s LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

Currently, stormwater on the undeveloped subject property is partly absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County maintained roadway swales along Charles Street, Russell Road, and Airport Road. From there, it flows toward a County-maintained swale at the southwest intersection of Charles Street and Russell Road, then into Spruce Creek, and ultimately discharges into the Halifax River.

Figure 5. Existing Drainage Pattern



After the site is developed, there will be more impervious surfaces on the subject property, such as roads, rooftops, and driveways, which means there will be less area for stormwater to absorb into the ground or collect in low areas and ditches. To meet the City's requirements, the development of this site will require several interconnected stormwater ponds that are designed with outfall control structures that slow the discharge of stormwater runoff into the public drainage system, ensuring the developed site discharges stormwater into the regional drainage system at the same volume and discharge rate as it did in its undeveloped condition, even during major storm events that produce up to 11 inches in 24 hours. According to the National Weather Service and City of Port Orange, over the last 100 years, there have been 4 rain events where the rain event has exceeded 11 inches.



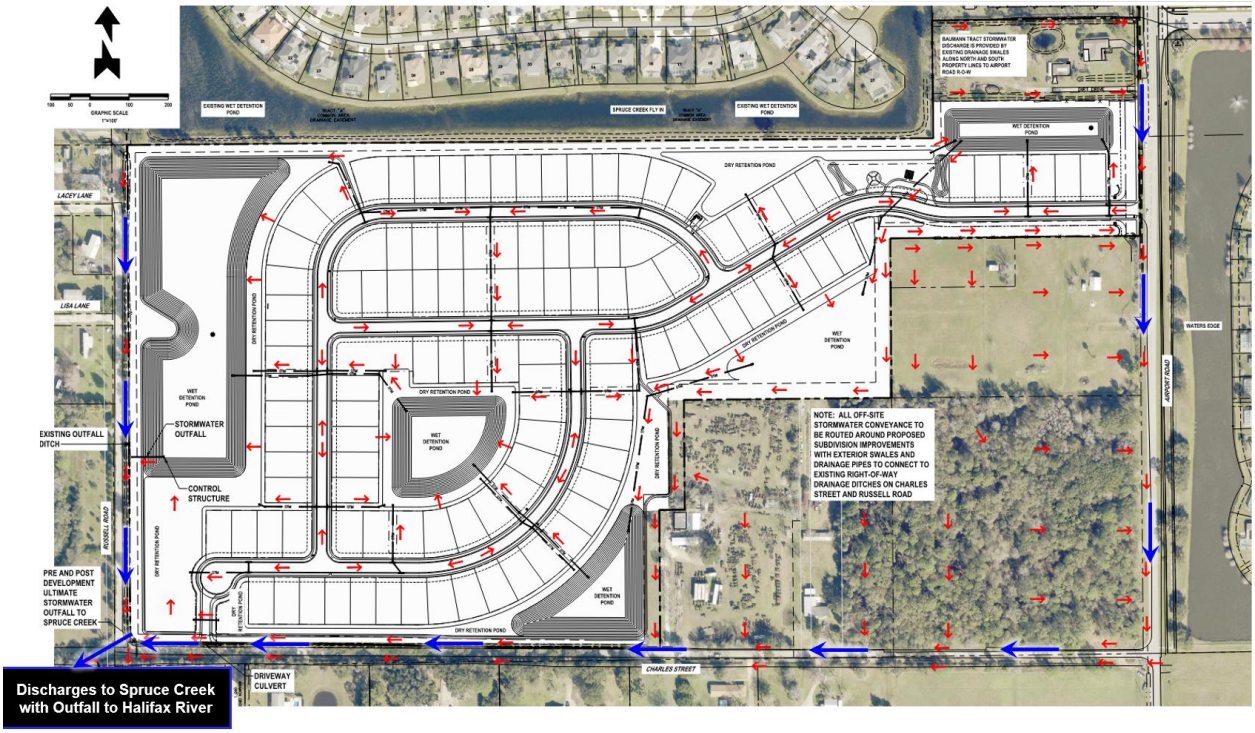
Source: National Weather Service and City of Port Orange

As required by the LDC, any future development of the subject property must include a stormwater system with retention ponds and a control structure to capture and treat runoff before discharge into the existing roadway swales along Charles Street, Russell Road, and Airport Road. From there, stormwater will follow the existing drainage path into the Halifax River, consistent with how the subject property drains as this time.

According to the LDC, the stormwater system for this property will need to be designed to temporarily store stormwater on site in a series of stormwater ponds and then slowly release stormwater into the public drainage swales along Airport Road, Charles Street, and Russell Road. The system must be engineered so during a design storm event, the amount and discharge rate of water leaving the site will not be greater than what currently drains from the property in its undeveloped state.

In addition to limiting how much stormwater leaves the site, the LDC also limits how quickly stormwater can drain off the property. For example, during a design storm event (about 11 inches of rain in 24 hours), the site cannot release water any faster, at its peak, than it does today in its natural undeveloped state. To meet this requirement, the stormwater ponds on the subject property will need to be built with outfall control structures to slow the flow of stormwater leaving the subject property before it enters the public drainage system along Airport Road, Charles Street, and Russell Road.

Figure 6. Proposed Subdivision Drainage System and Pattern



According to the applicant, the Vintage Acres Master Development Agreement (MDA) includes stormwater requirements that exceed the City's current LDC requirements. Specifically, the MDA requires the stormwater system to reduce the peak flow rate stormwater can leave the site and the total volume of water that drains off the site by an additional 25% beyond the current requirements in the LDC.

According to the project engineer, to meet this higher standard in the PUD for the subject property, the stormwater ponds for this subdivision will need to be larger and have additional capacity to store more stormwater on-site than required by the LDC for a design storm event (Table 4). Therefore, more of the subject property will be set aside for stormwater storage than would be required under the LDC for a designed storm event. The added stormwater pond capacity is to hold more stormwater on-site, reducing the amount of stormwater leaving the property during major storm events and going into the public drainage system (swales along Airport Road, Charles Street, and Russell Road, Spruce Creek, and Halifax River).

Table 4. Comparison of LDC and PUD Drainage Requirements

	Design Storm Event 25-year, 24-hour storm	**Design Storm Event 100-year, 24-hour storm**
City Land Development Code Requirements	approximately 9 inches of rain	approximately 11 inches of rain
Vintage Acres PUD Requirements	approximately 11.25 inches of rain	approximately 13.75 inches of rain

Schools
The Volusia County School District reviewed the proposed PUD to assess potential impacts on school capacity. Based on their analysis, the School District determined that there is adequate capacity to accommodate the estimated 30 students expected to be generated by the proposed PUD (see Exhibit 4).

Additional PUD Requirements
There is **no policy** deviations requested as part of this PUD. The proposed subdivision will comply with all applicable requirements of the City's Land Development Code. According to the applicant, certain provisions within the PUD exceed the minimum standards of the LDC and have been included to help create a higher-quality overall project.

TABLE 5. Comparison of LDC Requirements vs. PUD Proposal

	LDC Requirements	Vintage Acres PUD
Open Space	Minimum 60% of the subject property	Provides 65% open space or 5% (2.8) acres above code
Stormwater Management	Stormwater must be detained and released at a controlled rate per LDC standards	Lower discharge rate and increased storage capacity beyond LDC minimums
Landscape Buffers	Minimum 10-foot-wide buffer along western and southern boundaries adjacent to Russell Road and Charles Street. Minimum 20-foot-wide buffer along the eastern boundary and adjacent to Airport Road	20-foot-wide buffer along the western and southern boundaries adjacent to Russell Road and Charles Street. 40-foot-wide buffer along the eastern boundary and adjacent to Airport Road

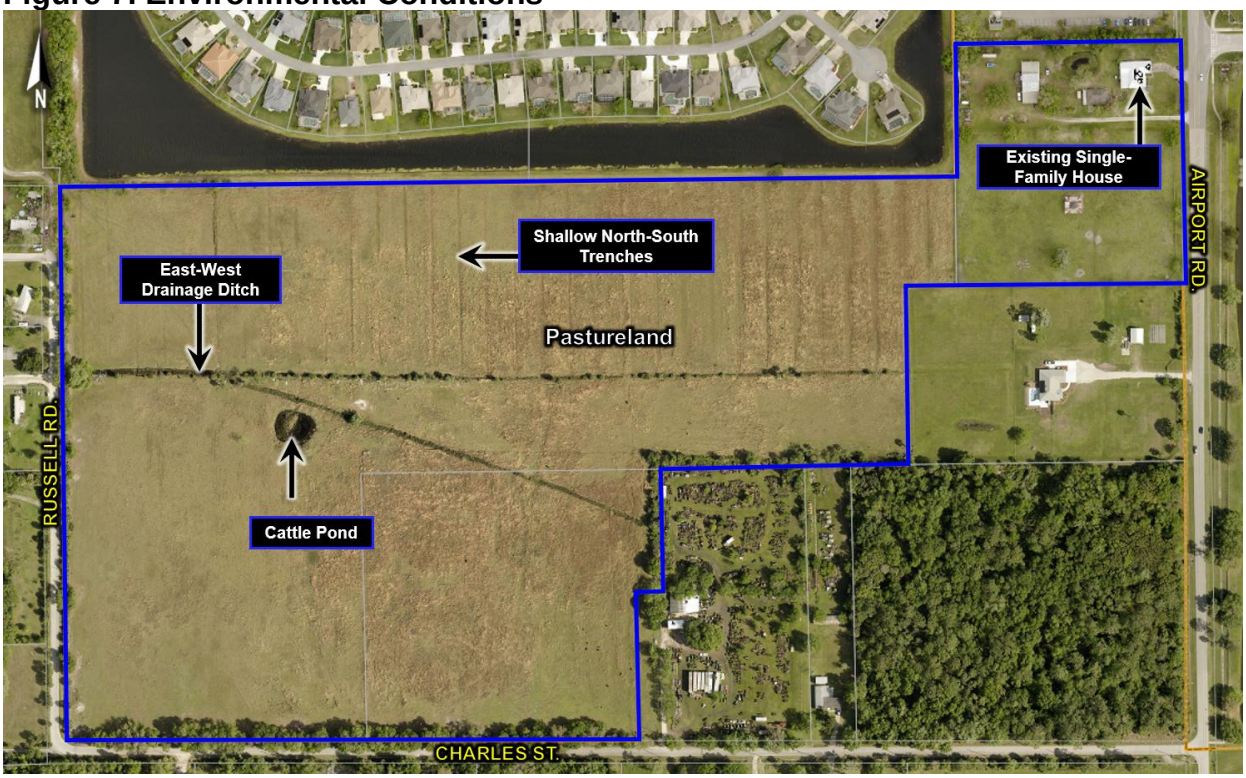
ENVIRONMENTAL CONDITIONS
In July 2024, an environmental analysis was prepared for the subject property by Young Bear Environmental (YBE) Consulting. Prior to any development on the subject property all federal, state, regional, and local environmental protection regulations will need to be met, addressed, or mitigated.

According to the 2024 analysis the 56.53-acre subject property has the following environmental conditions:

- Primarily cleared, improved pastureland, generally flat with a slight downward slope from east to west.
- Contains a number of shallow north-south trenches that connect to a larger east-west drainage ditch and one man-made cattle pond.
- No wetlands were identified.
- The only surface waters on-site are the man-made agricultural ditches and a cattle pond.
- Vegetation consists mainly of native grasses and plants.

- One potentially occupied gopher tortoise burrow was observed and was the only protected species confirmed on site. Prior to any development on the subject property a complete gopher tortoise survey will be required within 90 days prior to construction. If the removal of gopher tortoises is needed, a Florida Fish and Wildlife Commission permit and mitigation payment will be required prior to removal.

Figure 7. Environmental Conditions



CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Comprehensive Plan Amendment (Case No. CPAM-25-0001) is being processed concurrently with the proposed PUD rezoning to update the Future Land Use (FLU) Map for the ±56.53-acre site. The amendment would change the property from ±52.96 acres of Volusia County *Agriculture Resource* (1 unit/10 acres) and ±3.57 acres of Volusia County Urban Low Intensity (0–4 units/acre) to City of Port Orange *Rural Transition* (0–2 units/acre).

The proposed PUD is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The *Rural Residential* FLU designation is appropriate for this subject property because it is located near a Spruce Creek tributary and is positioned between rural lands and areas of higher density/intensity, meeting the locational criteria established in the Comprehensive Plan.

PUBLIC NOTICE

Public Notice signs were posted on the subject property on August 1, 2025. As of September 19, 2025, staff has received phone calls or emails from thirteen (13)

individuals requesting general information about the proposed PUD rezoning. The primary concerns raised included avoiding vehicular access onto Charles Street or Russell Road, and potential drainage impacts.

The applicant held a neighborhood meeting on September 4, 2025, at 6:00 p.m. at the Country Inn & Suites, located at 5802 Journey's End Way. Approximately 45 residents attended the meeting. According to the applicant's meeting summary (see Exhibit 5), the main questions and concerns raised by attendees included drainage, school capacity, and pedestrian safety.

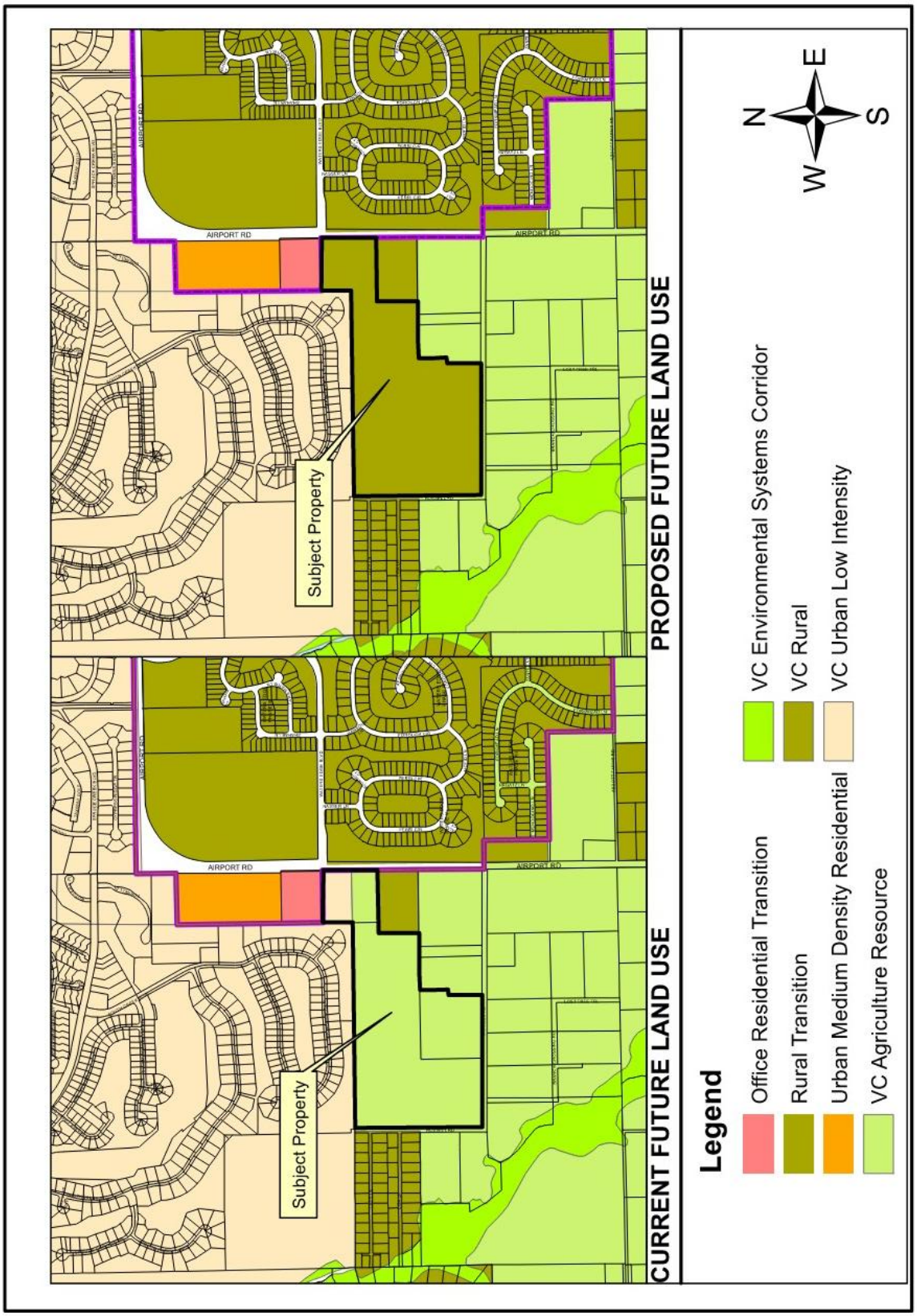
STAFF RECOMMENDATION

Staff recommends approval to rezone ±52.96 acres from Volusia County A-1 (Prime Agriculture) and ±3.57 acres from Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD) and to establish the Vintage Acres Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map
Exhibit 3 – Vintage Acres MDA and CDP (See Ordinance Exhibit)
Exhibit 4 – School District Review Letter
Exhibit 5 – Applicant's Neighborhood Meeting Summary

Exhibit 1


Subject Property
AIRPORT RD
CURRENT FUTURE LAND USE
Subject Property
AIRPORT RD
PROPOSED FUTURE LAND USE
Legend
Office Residential Transition
Rural Transition
Urban Medium Density Residential
VC Agriculture Resource
VC Environmental Systems Corridor
VC Rural
VC Urban Low Intensity
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S
W

Exhibit 2

Subject Property
AIRPORT RD
AIRPORT RD
AIRPORT RD
Subject Property
AIRPORT RD
AIRPORT RD
CURRENT ZONING
PROPOSED ZONING
Legend
Government/Public Use
Planned Unit Development
VC Agricultural
VC Resource Corridor
VC Planned Unit Development
VC Mobile Home
N
E
S
W

EXHIBIT 4

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chair
Mr. Ruben Colón, Vice Chair
Ms. Krista Goodrich
Mrs. Jessie Thompson
Ms. Donna Brosemer

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

August 15, 2025

Mr. A. Joseph Posey, Jr, Esq
Storch Law Firm
420 S Nova Rd
Daytona Beach, FL 32114

RE: Vintage Acres – City of Port Orange
School Concurrency Case # 25-07-24-001-A

Mr. Posey:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff have reviewed the school concurrency application for the proposed project known as Vintage Acres, associated with 56.5 +/- acres of property. The property is located at or near the intersection of Airport Rd and Charles St within Port Orange city limits. Information provided in the application indicates the proposed project would provide one hundred thirteen (113) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate thirty (30) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	113	30
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		**113**	**30**

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Cypress Creek Elementary	762	115%	No	10
Creekside Middle	1,148	105%	No	5
Southeast CSA (New Smyrna Beach High)	1,706	104%	No	8
Other				7

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, the concurrency service area (CSAs) for Cypress Creek Elementary and Creekside Middle are over 100% but at or below 115% for level of service (LOS) standards. Likewise, the CSA for New Smyrna Beach High is over 100% but below 120% for LOS standards. Based on this, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the currently assigned schools.

Should you need additional information, please contact me at (386) 734-7190, ext. 50802.

Sincerely,

James F. Roberts

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Patricia S. Smith, AICP, Planning Coordinator
Penelope Cruz, AICP, Planning Manager, City of Port Orange

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Vintage Acres
VCSB Project #	**25-07-24-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7201-00-00-0014; 7201-00-00-0010; 7201-00-00-0016
Project Location	Airport Rd and Charles St
Potential Residential Units	113 Single Family Homes
Property Owner/Applicant	A. Joseph Posey, Jr, Esq Storch Law Firm

Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

August 15, 2025
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Vintage Acres

VOLUSIA COUNTY SCHOOLS
PLANNING AND BUSINESS SERVICES

Created July 2025

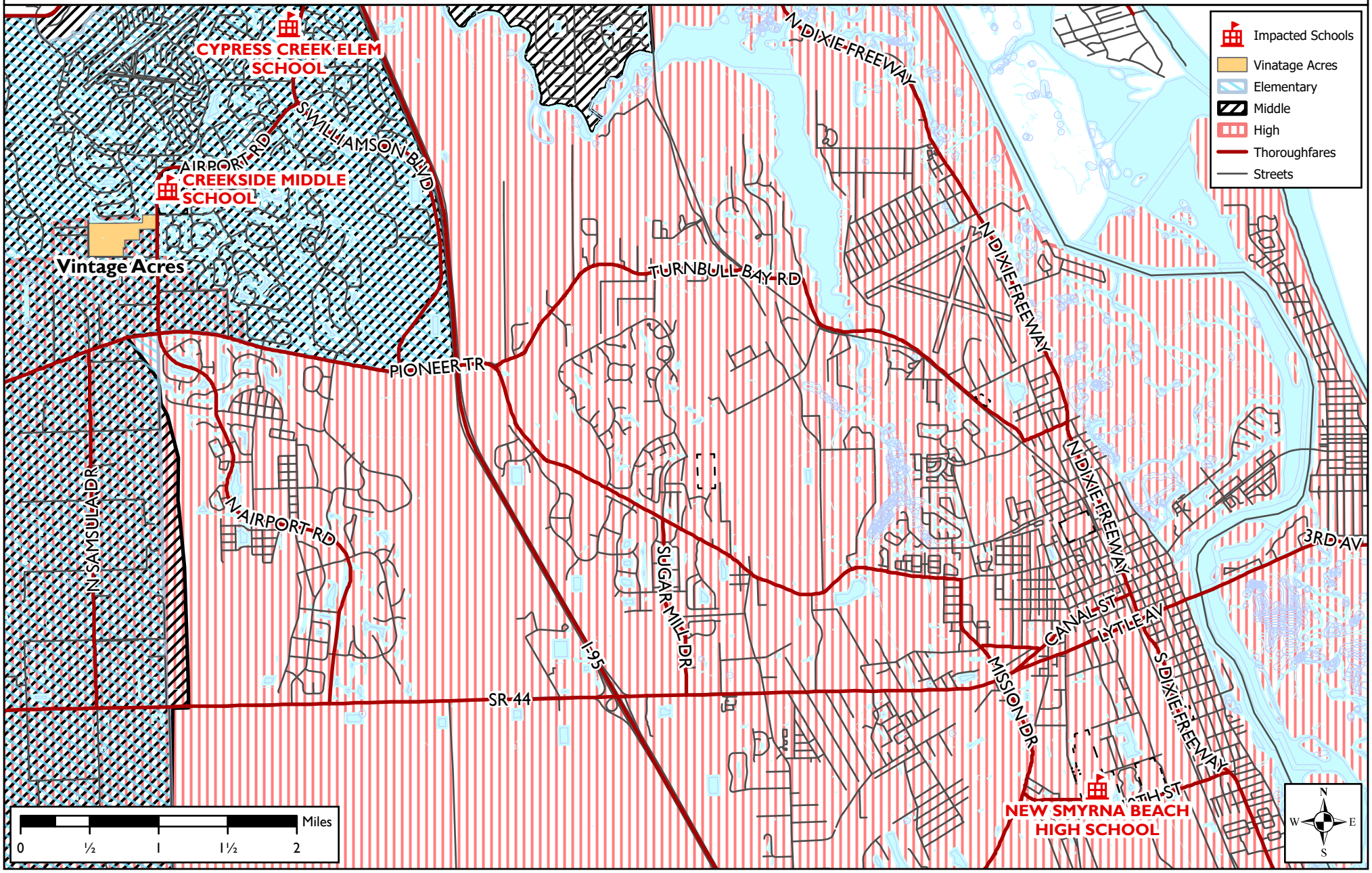


EXHIBIT 5

SUMMARY OF NEIGHBORHOOD MEETING FOR VINTAGE ACRES

A neighborhood meeting was held at the Country Inn & Suites, located at 5802 Journey's End Way, Port Orange, FL 32127, on September 4, 2025, at 6:00 P.M. to discuss the applications submitted by the Storch Law Firm on behalf of the property owners for Parcel Nos. 720100000014, 720100000010, and 720100000016. The applications include a request to rezone the subject properties to a Residential Planned Development and a Future Land Use Amendment to Rural Transition. In attendance at the meeting were Glenn D. Storch and A. Joseph Posey of the Storch Law Firm, attorneys for the developer; Harry Newkirk of Newkirk Engineering, the project engineer; and Jim Paytas, Trey Paytas, and Justin Vanlandingham, the contract purchaser and builder for the project. Approximately 45 area residents and neighbors were present. A sign-in sheet was provided; however, the number of attendees made it difficult to maintain orderly use of the sheet, and it was ultimately not utilized. However, all those in attendance were asked to provide contact information if they wanted additional information. Most attendees appeared to be from the neighboring subdivision to the north and the mobile home park to the west, with some representation from the subdivision to the east and the parcels to the south.

Mr. Paytas began the meeting by giving an introductory presentation about the project and his company. Mr. Storch and Mr. Paytas then explained the details of the design and features of the proposed development, Vintage Acres. There were a few comments provided prior to the meeting by area residents, with regard to drainage and the environment, and those comments were echoed by questions from those in attendance. A full-size concept plan and highlights for the project were on display before, during, and after the meeting so that attendees could see a graphic depiction of the development. After finishing the presentation for the project, Mr. Storch and Mr. Paytas moved to questions: the questions included:

1. Residents raised concerns about the property being under an existing flight path and the possible noise impact on future homeowners.
2. Questions were asked about how the development will manage nutrients and stormwater runoff to protect local water quality.
3. Concerns were expressed about water discharge into nearby canals and clarification was requested on who owns and maintains the existing canal system.
4. Residents inquired about how much fill would be required to raise the project site and how that might affect surrounding properties.
5. A request was made to consider adding a crosswalk, given the nearby school and the potential increase in foot traffic.
6. Attendees questioned whether local schools have sufficient capacity to accommodate additional students from the proposed development.
7. Clarification was sought regarding who is responsible for maintaining the nearby creek and whether it falls under state or county jurisdiction.
8. Numerous concerns were raised about flooding, especially in light of past hurricane events and the known issues with the creek’s performance during storms.
9. Residents asked about potential flood risks, particularly regarding impacts on adjacent neighborhoods.
10. Resident from the west mentioned that she now is finding it hard to get homeowners insurance on her manufactured home, in which she mentioned the letter for our project came out right around the time she was informed of

insurance issues. In addition, the resident also told us that her flooding comes from the creek rising, not from the direction of our proposed project.

Mr. Newkirk addressed the design questions related to drainage and traffic. The question-and-answer session for the project continued for about an hour.

Many residents expressed skepticism about the project's potential impacts, particularly those living in the communities to the west and north of the proposed site. There were many comments concerning flooding. All attendees were encouraged to contact the Storch Law Firm with any additional questions or feedback following the meeting. The meeting ended at approximately 7:10 P.M.

Business Impact Estimate

This form should be included in 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. 2025-27 – PUD Rezoning and Vintage Acres Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-25-0003)

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 law[1] 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 ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

e. 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 applicant is requesting to rezone approximately 56.53 acres consisting of 52.96 acres of Volusia County A-1 (Prime Agriculture) and 3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD), and to establish the Vintage Acres Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework for the development of a 113 single-family residential lot subdivision.

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 useful[2] (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 10/21/2025

SUBJECT: (G22) First Reading - Ordinance No. 2025-28 – Land Development Code (LDC) Amendment/Chapter 9 - Residential Dock and Commercial Marina Regulations (Case No. DCAM-25-0004)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2025-28.

SUMMARY: Planning Commission Action (9/25/25): Recommended Approval (5-0)

The proposed administrative amendments to the Land Development Code (LDC) are intended to update the Code and enhance its clarity, consistency, and overall effectiveness (Case No. DCAM-25-0004). As part of this ongoing maintenance effort, the proposed amendments include updates to outdated code requirements, clarifications, and minor cleanup items designed to streamline the development review process for residential docks and boathouses, as well as dock width for commercial marinas. These amendments address issues identified during the application of the LDC, correct inconsistencies, and ensure consistency with Florida Department of Environmental Protection (FDEP) adopted regulations for residential docks.

Updates to the Width and Area Requirements for a Residential Terminal Dock Platform

- The LDC currently limits a residential terminal dock platform to a maximum width of eight (8) feet and a maximum total area of 160 square feet. A residential terminal dock platform is a platform constructed over the water at the end of a pier and used for mooring boats, jet skis, or kayaks, loading and unloading passengers or gear, preparing equipment before heading out on the water, and fishing.
- During the review of a variance request in 2024 by the Planning Commission, staff noted that the City's requirements for a residential terminal dock platform have not been updated in over 30 years. The Planning Commission approved the variance and requested that staff further evaluate the existing code requirements to determine if an update to the width and area requirements for a residential terminal dock platform was warranted.
- After reviewing requirements adopted by other municipalities in Volusia County, such as Ormond Beach, Daytona Beach, and Ponce Inlet, staff found that the Port Orange requirement for a terminal dock platform was outdated and could be

revised due to larger boat sizes, installation of boat lifts, and to provide more functional space to maneuver around the platform safely.

- Other Volusia County municipalities and the Florida Department of Environmental Protection (FDEP) permit residential terminal dock platforms to range from 180 square feet to 1,000 square feet, with no restriction on width.
- The proposed amendment would remove the eight-foot width requirement and increase the maximum terminal dock platform area requirement from 160 square feet to 500 square feet.

Photo of a Residential Terminal Dock Platform

Update to the Height Requirement for a Residential Boathouse

- The LDC currently limits the maximum height of a boathouse at 12 feet above the water level at the mean high-water line.
- During the review of a variance request in 2024 by the Planning Commission, staff noted that the City height requirement for a residential boathouse had not been updated in over 30 years. The Planning Commission approved the variance request and requested that staff further evaluate the existing height requirement to determine if an update for a residential boathouse was warranted.
- After reviewing requirements adopted by other municipalities in Volusia County, such as Ormond Beach, Daytona Beach, and Ponce Inlet, staff found that the Port Orange height requirement for a boathouse appears outdated and could be revised due to the use of modern boat lifts, boat equipment/features, increases in boat size (height), and to respond to rising tides and water levels, which are expected to continue increasing in the future.
- Other Volusia County municipalities, such as Ormond Beach, Daytona Beach, and Ponce Inlet, allow a maximum boathouse height ranging from 15 feet to 18 feet above the water level at the mean high-water line.
- The proposed amendment would increase the maximum height for a boathouse from 12 feet to 18 feet to accommodate larger boats, utilize boat lifts, boat equipment/features, and respond to rising tides and water levels, which are expected to continue increasing in the future.

Photo of a Residential Boathouse

Update to the Residential Dock Setback Requirement

- The LDC currently provides the setback requirement for a residential dock on a lot with a shoreline length of 65 feet or more. However, for a lot with less than 65 feet of shoreline, no setback requirement is provided in the LDC. For the past 20 years, City staff have consistently applied the FDEP setback requirement to lots with less than 65 feet of shoreline, requiring the dock to be centered between property lines.
- The proposed amendment adds a setback requirement for a dock on a lot with less than 65 feet of shoreline, to be centered between the property lines, aligning with the City's requirement with current FDEP guidelines, as well as past city practice.
- Additionally, as allowed by the current FDEP guidelines, the amendment provides requirements in the LDC for two adjacent single-family parcels, regardless of the shoreline length for the properties, to share a dock, subject to a setback waiver granted by the affected adjacent property owner.

Update to Finger Pier Width Requirement for a Commercial Marina

- The LDC currently limits the width of a finger pier in a commercial marina to a maximum width of three (3) feet.
- During the review of the LDC for the proposed amendment, staff identified that the City’s width requirement for a finger pier for a commercial marina has not been updated in more than 30 years.
- The proposed amendment would increase the maximum width to four (4) feet and is intended to improve safety for boaters as a wider pier provides more space for boaters to board and exit their vessels safely and meets ADA accessibility standards for public accommodations.
- As part of the permitting for the Riverwalk Day Dock, outside permitting agencies required that the finger piers extending from the main pier be a minimum of four (4) feet wide. This amendment would formally establish the maximum width of a

finger pier at four (4) feet. While no marina projects are currently under review or under construction, the two approved marinas within the Catfish Commons PCD, future marina development in Riverwalk, or additional day docks in Riverwalk or Down Under would benefit from this amendment, as it establishes a finger pier width requirement consistent with current industry standards.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2025-28	Ordinance No. 2025-28.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Revised Business Impact Estimate - ORD 2025-28 - DCAM-25-0004	Revised Business Impact Estimate - ORD 2025-28 - DCAM-25-0004.docx

Penelope Cruz	Created/Initiated - 09/26/2025
Tim Burman	Approved - 10/02/2025
Shannon Balmer	Approved - 10/07/2025
Wayne Clark	Final Approval - 10/07/2025

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 9 RELATING TO RESIDENTIAL DOCKS AND COMMERICAL MARINA REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code more efficient in its application, which includes updates to outdated code requirements, clarifications, and minor cleanup items, all in an effort to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 9, of the Land Development Code, to read as follows:

Chapter 9 – ENVIRONMENTAL PROTECTION

Section 27: Water-dependent use development standards.

(a) Marina siting must comply with the following criteria:

(1) New marinas shall not be located in outstanding Florida waters due to the environmental sensitivity of such areas, and where possible, marinas shall be located in developed or previously disturbed areas.

(2) Marina sites must have sufficient upland areas to accommodate needed support facilities, such as adequate parking, dry storage, work areas, stormwater management facilities, and other non-water functionally dependent facilities. No dredging or filling of wetlands or open water to accommodate non-water functionally dependent uses shall be allowed.

(3) Marinas and access thereto (canal, channel, or road) shall be located in areas where the least dredging, filling, or maintenance are required, to avoid adverse effects on aquatic resources. Dredging for marinas shall not be greater than that required to prevent prop dredging by boats.

(4) Marinas shall be located so as to not adversely affect existing water flushing and circulation patterns, and be designed so as to maximize or improve these water patterns.

(5) Marina project designs must consider boat mooring in the following order or priority, to afford maximum light penetration to benthic communities:

(a) Dry upland storage.

(b) Covered dry slip storage.

(c) Open wet slip storage.

(d) Covered wet slip storage.

(6) Prior to the operation of any new marina facility, or expansion of an existing facility, a fuel management/spill contingency plan shall be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill. Such a plan shall be subject to approval by the Volusia County Environmental Management Division.

(7) Sewer pump-out service and facilities shall be available and accessible to all new boat slips constructed or renovated at a marina site.

(8) New or expanded marinas shall provide water quality monitoring data on a regular basis, under a program approved by the FDER and the Volusia County Health department, to assure that the state water quality standards are met, notwithstanding the development.

(9) New or expanded marinas shall provide treatment of stormwater runoff, in compliance with the stormwater management requirements found in chapter 10, article II of this code.

(10) All marinas shall provide litter receptacles to accommodate solid waste generated by boats using the facility.

(11) No finger pier shall exceed ~~three~~four feet in width.

(12) No new or expanded marina shall exceed 100 feet distance beyond the established Halifax River bulkhead line.

(b) Residential dock siting must comply with the following criteria:

(1) Dock extension limits into the waterway:

(a) No dock shall extend beyond the mean high water line along Spruce Creek for more than ten percent of the creek width or until the water depth of four feet is reached at the terminal dock platform, whichever results in a shorter dock.

(b) No dock, boat house, terminal dock platform or main access pier together with a moored vessel, lift, mooring piles and/or roof shall extend beyond 25 percent of the width of canals as measured from bulkhead to bulkhead by a direct line.

(2) The main access pier shall be no greater than four feet in width and terminal dock platform shall not exceed ~~eight feet in width and 160~~500 square feet in area.

(3) No finger pier shall exceed three feet in width and 25 feet in length.

(4) No covered boat slips shall be permitted over marsh grasses.

(5) No more than one dock shall be permitted per each principal structure on the property.

(6) No dock or boathouse shall have any enclosed sides, or contain any sleeping quarters, or be used as such. Only a roof and pilings shall be permitted for the components of these structures.

(7) No boathouse or boat shelter shall cover more than 400 square feet. The roof of such a structure shall not extend more than ~~12~~18 feet above water level at the mean high water line, measured in a manner consistent with the building height definition in this code.

(8) Wooden steps for boat and wading access may be constructed so as to project no more than four feet beyond the Halifax River or a canal bulkhead line, or no more than four feet beyond the mean high water line along Spruce Creek.

(9) Setbacks for all properties along the Halifax River, Rose Bay, and Spruce Creek with a shoreline length of 65 feet or more, and all properties along a canal:

(a) Docks with access walkways shall be set back a minimum of 25 feet from the projected side boundaries of the property.

(b) Docks without access walkways shall be set back a minimum of 10 feet from the projected side boundaries of the property.

(10) Setbacks for all properties with a shoreline length less than 65 feet, the dock should be centered between property lines.

(11) Dock structure can be shared by two adjacent single-family parcels when a setback waiver is obtained from the affected adjacent upland riparian owner.

[No changes to the remainder of the Section 27]

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this

Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

STAFF REPORT
CASE NO. DCAM-25-0004
LDC TEXT AMENDMENT / CHAPTER 9

REQUEST:	To amend Chapter 9 of the Land Development Code (LDC), as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 5-0 (September 25, 2025)
CITY COUNCIL:	October 21, 2025

INTRODUCTION

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development, Ridgewood targeted businesses, tree preservation, entertainment districts, home based businesses and others.

SUMMARY OF PROPOSED AMENDMENT

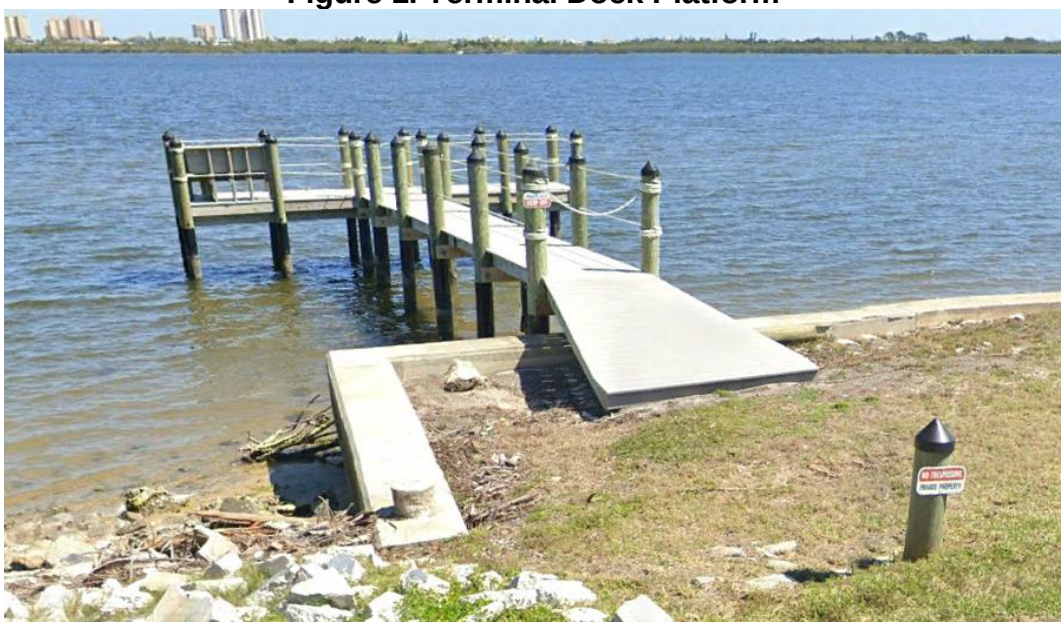
The proposed amendments are related to water-dependent use such as, marinas and residential docks and boathouses, as part of this on-going LDC maintenance effort. The proposed amendments include changes that are intended to improve and update the LDC as it relates to both residential and commercial docks.

CHAPTER 9 – RESIDENTIAL DOCK

<u>Terminal Dock Platform</u>

According to the Land Development Code (LDC), a residential terminal dock platform is a platform constructed over the water at the end of a pier. It is typically wider than the pier that leads to it and may be used for mooring boats, jet skis, or kayaks, loading and unloading passengers or gear, preparing equipment before heading out on the water, and fishing. Under the current LDC, a terminal dock platform is limited to a maximum width of eight (8) feet and a total area not exceeding 160 square feet (see Figure 1).

Figure 1. Terminal Dock Platform



During the review of a variance request in 2024, staff noted that the City's regulations for residential terminal dock platforms have not been updated in over 30 years. The Planning Commission approved the requested variance and asked staff to further evaluate the existing code to determine whether an amendment was warranted. Upon comparison with current requirements in neighboring jurisdictions, staff found that Port Orange's regulations appear outdated and could be revised to reflect advancements in marine equipment, modern construction materials, boater and resident safety, larger boat sizes, and to provide more functional space for homeowners to place outdoor furniture and safely maneuvering around the dock to better align with modern practices.

As shown in Table 1, other jurisdictions and the Florida Department of Environmental Protection (FDEP) allow residential terminal platforms, ranging in size from 180 square feet to 1,000 square feet with no restriction on the width of the terminal dock platform.

Table 1. Comparison of Terminal Platform Requirements

Local Government	Maximum Terminal Platform Area	Maximum Terminal Platform Width	Year Requirement was Established
Port Orange (current)	**160 square-feet**	**8 feet**	**1991**
Port Orange (proposed)	**500 square-feet**	No width restriction	
Volusia County	750 square-feet	8 feet	1987
Ponce Inlet	700 square feet and 1,000 square feet if artificially created waterways	No width restriction	2004
Daytona Beach	500 square-feet	No width restriction	2015
Ormond Beach	180 square feet and 160 square feet if in an aquatic preserve	No width restriction	2012
FDEP	500 square feet and 160 square feet if in an aquatic preserve*	No width restriction	n/a

*Per FDEP, there are no aquatic preserves within the City of Port Orange.

The City's current requirements for a residential terminal dock platform are more restrictive than those of the Florida Department of Environmental Protection (DEP) and neighboring jurisdictions. Port Orange's regulations, adopted in 1991, have not been updated in over 30 years. In contrast, other communities have revised their standards to reflect advancements in marine equipment, modern construction materials, larger boat sizes, and to provide more functional space for homeowners to place outdoor furniture and safely maneuvering around the dock.

Figure 2. Example of +400 Square-Foot Terminal Dock Platform

The proposed amendment would remove the eight-foot width restriction and increase the maximum allowable terminal platform area to 500 square feet, aligning the standards with those of adjacent cities and current FDEP guidelines.

<u>Boathouse Height</u>

According to the City's Land Development Code (LDC), the maximum permitted height for a boathouse is 12 feet above the water level at the mean high-water line. During the review of a variance request in 2024, staff identified that this requirement had not been updated in over 30 years. Following the approval of the variance, the Planning Commission asked staff to further evaluate the existing height requirement for a boathouse and determine whether a code amendment was warranted.

When compared with the boathouse height requirements of other adjacent cities, the Port Orange boathouse height requirement was lower and had not been updated since 1991. As shown in Table 2, other cities allow a maximum boathouse height ranging from 15 feet to 18 feet.

Table 2. Comparison of Boathouse Height Requirements

Local Government	Maximum Boathouse Height	Year Requirement was Established
Port Orange (current)	**12-feet**	**1991**
Port Orange (proposed)	**18-feet**	
Volusia County	15-feet	1987
Ponce Inlet	15-feet	2004
Daytona Beach	18-feet	2015
Ormond Beach	18-feet	2012

The proposed amendment would increase the maximum boathouse height to 18 feet, aligning the Port Orange requirement other adjacent cities. This update to the maximum height for a boathouse is intended to better accommodate larger boats, modern boat lifts, boat equipment/features, and to respond to rising tides and water levels, which are expected to continue increasing in the future.

The City's current regulations for boathouses are more restrictive than those of the Florida Department of Environmental Protection (DEP) and adjacent cities. The current requirement was adopted in 1991 and has not been updated in over 30 years. However, over the last 30 years, advancements in marine and boating technology and equipment on boats, boat size and height, and the impacts of rising tides and water levels have contributed to needing more clearance between the water level and roof line of a boathouse.

In addition, staff has recently begun receiving applications for replacement boathouse and docks that require higher structural framing to accommodate rising water levels. As a result, greater boathouse heights are often necessary to fit modern boat lifts and larger vessels.

Figure 3. Example of a Boathouse

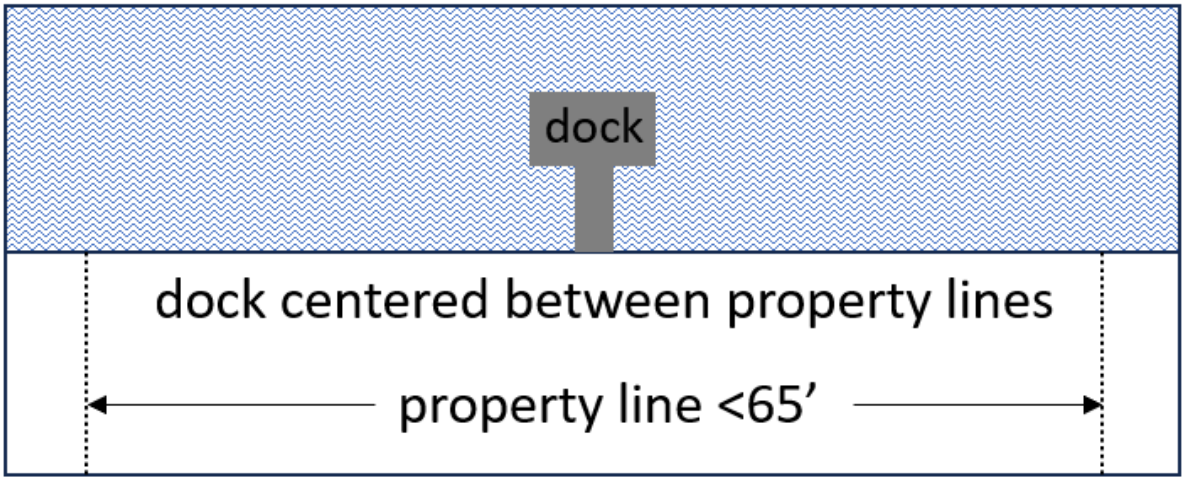
Residential Dock Setbacks

The Land Development Code (LDC) only includes residential dock setback requirements for properties with shoreline lengths of 65 feet or more. For properties with less than 65 feet of shoreline, no setback standards are listed in the LDC. However, for over 20 years, city staff has consistently applied the Florida Department of Environmental Protection (FDEP) setback standards for lots less than 65 feet of shoreline.

The proposed amendment would formally incorporate in the LDC the dock setback requirement for lots less than 65 feet of shoreline to be centered between property lines, aligning the City regulations with FDEP guidelines and past practice by the city. Additionally, as allowed by FDEP guidelines[1], the amendment allows two adjacent single-family parcels, regardless of the shoreline length for the property, to share a dock structure, subject to a setback waiver granted by the affected adjacent upland riparian owner.

This update is to ensure consistent enforcement of dock setbacks while providing clear guidance and greater transparency for property owners and builders.

Figure 4. Diagram of Dock Setback for Lots <65'



CHAPTER 9 – MARINA SITING CRITERIA

According to the Land Development Code (LDC) a finger pier is defined as a narrow walkway extending over the water that provides access between docked boats and the main pier connected to land. Currently, the LDC limits finger piers in marinas to a maximum width of three (3) feet. During the review of LDC for the proposed amendment, staff identified that the City's width requirement for a marina finger pier has not been updated in more than 30 years.

The proposed amendment would increase the maximum width to four (4) feet. The primary purpose of this change is to improve safety as a wider pier provides more space

[1] https://floridadep.gov/sites/default/files/SWD_Dock%20Permitting%20in%20Florida-D5_FINAL_0.pdf

for boaters to board and exit their vessels safely and meets ADA accessibility standards for public accommodations.

In recent years, at least two Planned Commercial Developments (PCD) for marina projects have been approved, both have since expired, with 4-foot-wide finger piers, due to safety concerns raised by applicants. In addition, as part of the permitting for the Riverwalk Day Dock, outside permitting agencies required that the finger piers extending from the main pier be a minimum of four feet wide. This amendment would formally establish the maximum width of a finger pier at four (4) feet. While no marina projects are currently under review or under construction, the two approved marinas within the Catfish Commons PCD, future marina development in Riverwalk, or additional day docks in Riverwalk or Down Under would benefit from this amendment, as it establishes a finger pier width requirement consistent with current industry standards.

Table 3. Comparison of Marina Finger Pier Width Requirements

Local Government	Maximum Marina Finger Pier Width	Year Requirement was Established
Port Orange (current)	**3-foot-wide**	**1991**
Port Orange (proposed)	**4-foot-wide**	
Volusia County	No width requirement	N/A
Ponce Inlet	No width requirement	N/A
Daytona Beach	Defer to FDEP requirements	2015
Ormond Beach	Marinas not permitted	N/A

RECOMMENDATION

Staff is recommending approval to amend Chapter 9 of the Land Development Code as discussed in this staff report.

ATTACHMENT

Exhibit 1 – Proposed Amendments to Chapter 9 of the LDC (See Ordinance Exhibit)

Business Impact Estimate

This form should be included in 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. 2025-28 – LDC Amendment/Chapter 9 - Relating to water-dependent use such as marinas and residential docks and boathouses (Case No. DCAM-25-0004)

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 law[1] 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 ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. 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 to Chapter 9 of the Land Development Code (LDC) are related to water-dependent use such as marinas and residential docks and boathouses, as part of this ongoing LDC maintenance effort. The proposed amendments include changes that are intended to improve and update the LDC as it relates to both residential and commercial docks.

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 useful[2] (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.*