



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
January 4, 2022
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Norman and Theresa Karr
 - B. Human Trafficking Awareness Month
 - C. Ken Russell
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – December 7, 2021
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2022-01:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Tim Heyrend, Utilities Manager (386-676-3305)*

- B. **RESOLUTION NO. 2022-02:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF A FLYGT PUMP FROM XYLEM WATER SOLUTIONS USA, INC. FOR THE BENNETT LANE PUMP STATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

- C. **RESOLUTION NO. 2022-03:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF SEVEN 2022 FORD INTERCEPTOR VEHICLES UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director (386-676-3577)*

- D. **RESOLUTION NO. 2022-04:** A RESOLUTION ACCEPTING A BID FROM A.G. PIFER CONSTRUCTION CO., INC. FOR CONSTRUCTION SERVICES REGARDING THE GAZEBO REPLACEMENT IN CENTRAL PARK II, UNDER BID NO. 2022-01; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer (386-676-3302)*

- E. **RESOLUTION NO. 2022-05:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM CROM, LLC TO PERFORM REPAIRS TO THE SHADOW CROSSINGS GROUND STORAGE TANK; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer (386-676-3302)*

- F. **RESOLUTION NO. 2022-06:** A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE FACILITY HARDENING PROJECT, UNDER BID NO. 2021-28; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer (386-676-3302)*

G. Auto Renewal of FEC Blanket License Agreement

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

Disposition: Approve as recommended in the City Manager memorandum dated January 4, 2022.

H. RFP for Ormond Beach Police Department Access Control

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

Disposition: Approve as recommended in the City Manager memorandum dated January 4, 2022.

I. Invitation to Bid - 2022 Storm and Sewer Lining

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

Disposition: Approve as recommended in the City Manager memorandum dated January 4, 2022.

J. Auto Renew Contracts for "Miscellaneous Crafts & Trades Services - As Needed"

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated January 4, 2022.

8. RESOLUTIONS

A. RESOLUTION NO. 2022-07: A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO ADOPT A REAPPORTIONMENT ORDINANCE; DESCRIBING THE PROPOSED REAPPORTIONMENT BOUNDARIES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

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MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

December 7, 2021	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Susan C. Dauderis.

A G E N D A

1.

CALL TO ORDER
2.

INVOCATION
3.

PLEDGE OF ALLEGIANCE
4.

PRESENTATIONS AND PROCLAMATIONS

A.

Ormond Beach Police Officer Courtney Grimes
5.

AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
6.

APPROVAL OF MINUTES

A.

Minutes from City Commission meeting – November 16, 2021
7.

CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

A.

RESOLUTION NO. 2021-194: A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF A SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN FOR CODE VIOLATION ON PROPERTY LOCATED AT 74 SANCHEZ AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4240-01-18-0410); AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Chris Mason, Neighborhood Improvement Manager (386-676-3352)

B.

RESOLUTION NO. 2021-195: A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Susan Dauderis, City Clerk (386-676-3340)

C.

RESOLUTION NO. 2021-196: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE (1) 2022 FORD ESCAPE UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE #415 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Kevin Gray, Deputy Public Works Director (386-676-3577)

D.

RESOLUTION NO. 2021-197: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE

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AUTHORIZATION FOR THE PURCHASE OF ONE (1) 2022 FORD F-350 PICKUP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20- VEL28.0; DECLARING VEHICLE #410 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director
(386-676-3577)

- E. **RESOLUTION NO. 2021-198:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE (1) 2022 FORD F-350 PICKUP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20- VEL28.0; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director
(386-676-3577)

- F. **RESOLUTION NO. 2021-199:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO (2) 2022 FORD F-150 PICKUP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20- VEL28.0; DECLARING VEHICLE #227 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director
(386-676-3577)

- G. **RESOLUTION NO. 2021-200:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND DANIELLE TAYLOR FOR PROPERTY LOCATED AT 262 NORTH TYMBER CREEK ROAD, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- H. **RESOLUTION NO. 2021-201:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES TO PROVIDE CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITIES SERVICES TO REPAIR AND RELOCATE THE EXISTING DAMAGED SEWER LATERAL IN THE CITY'S RIGHT-OF-WAY AT 518 RIVERSIDE DRIVE; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

- I. **RESOLUTION NO. 2021-202:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 1-2021 TO THAT CONTRACT AWARDED TO AMERICAN JANITORIAL, INC. REGARDING PROFESSIONAL JANITORIAL SERVICES, BY INCREASING THE CONTRACT PRICE BY \$27,313.00; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director
(386-676-3279)

- J. **RESOLUTION NO. 2021-203:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES REGARDING THE TAXIWAY DELTA WEST APRON RESTORATION PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

- K. **Renewal of Yearly Vendor Purchase Agreement with Alpha General Services for Pre-Treatment Effluent Tank Pumps Under Bid No. 2018-16.**

Staff Contact: *Tim Heyrend, Utilities Manager (386-676-3305)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

- L. **Infield Groomer with Specified Accessories Intent to Bid**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

- M. **Auto Renewal Contracts - Sports Agreements**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

- N. **Auto Renewal Contract - Radio Control Club**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

- O. **Auto Renewal Contract - Yellowstone Landscape Athletic Fields Maintenance**

Staff Contact: *Robert Carolin, Leisure Services Director (386-676-3279)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

- P. **City Manager Status Report, November 2021**

Staff Contact: *Joyce Shanahan, City Manager (386-676-3200)*

Disposition: Approve as recommended in the City Manager memorandum dated December 7, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-39:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL

OF REAL PROPERTY TOTALING APPROXIMATELY 2.94-ACRES LOCATED AT 295 INTERCHANGE BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4125-09-00-0070) FROM B-7 (HIGHWAY TOURIST COMMERCIAL) WITH A PLANNED BUSINESS DEVELOPMENT (PBD) OVERLAY TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **ORDINANCE NO. 2021-40:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 295 INTERCHANGE BOULEVARD, TO BE KNOWN AS “ALL ABOARD STORAGE – INTERCHANGE DEPOT”; AUTHORIZING THE CONSTRUCTION OF A THREE (3) STORY CLIMATE CONTROLLED STORAGE FACILITY CONSISTING OF APPROXIMATELY 111,825 SQUARE FEET WITH APPROXIMATELY 600 STORAGE UNITS; AUTHORIZING THE USE OF THE INSTITUTE OF TRAFFIC ENGINEERS (ITE) PARKING GENERATION REQUIREMENTS, TWO (2) SIGNS TOTALING 200 SQUARE FEET, AND THE RELOCATION OF LANDSCAPING ABUTTING THE BUILDING TO THE SITE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. **ORDINANCE NO. 2021-41:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA BY ADDING CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT; SECTION 18-1, LEGISLATIVE FINDINGS, PURPOSE, LOCATION, GENERAL REQUIREMENTS; SECTION 18-2, DEFINITIONS; SECTION 18-3, APPROVAL PROCESS; SECTION 18-4, REVIEW AND APPROVAL CRITERIA; AND SECTION 18-5, OWNERSHIP OF PUBLIC ART; ESTABLISHING A PUBLIC ART PROGRAM IN THE DOWNTOWN DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- D. **ORDINANCE NO. 2021-42:** AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, DIVISION 2, ENUMERATED, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA, BY ADDING A NEW SECTION TO BE NUMBERED AND TITLED SECTION 2-230, ORMOND BEACH ARTS DISTRICT BOARD; ESTABLISHING POWERS AND DUTIES; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- E. **ORDINANCE NO. 2021-43:** AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN

THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- F. **RESOLUTION NO. 2021-204:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW AN OUTDOOR ACTIVITY OF LIVE OUTDOOR MUSIC UNDER CERTAIN CONDITIONS ASSOCIATED WITH THE “ORMOND GARAGE” LOCATED AT 48 WEST GRANADA BOULEVARD, WITHIN THE B-4 (CENTRAL BUSINESS) ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. DISCUSSION AND DIRECTION ITEMS

- A. **Discussion of City Commission Second Meeting in March 2022**

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Pearl Harbor Day

Mayor Partington read part of a proclamation from 1986 by Ronald Reagan. He then recognized a moment of silence.

Commissioner Kent shared his grandfather's, Mr. John Troy Counts, experience and history with Pearl Harbor and the city.

Mayor Partington discussed the impact of the Pearl Harbor attack.

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:07 p.m.

Item #2 – Invocation

Pastor Cord Bear, Tomoka Christian Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 Presentations and Proclamations

Swim for Alligator Lighthouse Team

Deputy Mayor Persis presented a surprise proclamation and framed Ormond Beach Observer article to the Swim for Alligator Lighthouse Team; Mr. Brody Ochipa, Ms. Faith Partington, Ms. Delaney Kimble, and Mr. Collin Alexander. She discussed the Swim for Alligator Lighthouse race and the team members history. She proclaimed December 7, 2021, as a day to recognize the Swim for Alligator Lighthouse Team and urged residents to congratulate the young athletes on their well-deserved accomplishment.

Item #4A – Ormond Beach Police Officer Courtney Grimes

Mayor Partington presented Ormond Beach Police Officer Courtney Grimes with a proclamation honoring her for her dedication to protect and serve the Ormond Beach community above and beyond her regular duties. He declared December 8, 2021 as a day to recognize Officer Grimes and invited citizens to join him in paying tribute to her for her outstanding display of kindness and compassion in assisting the public.

Item #5 – Audience Remarks

Mr. Travis Sargent, 406 North Beach Street, complimented the work completed at 56 North Beach Street and requested the Commission have community involvement on what to do with the property.

Mr. Jim Schultz, 117 Harvard Drive, discussed Dr. Anthony Fauci and his position within the government, as well as Dr. Fauci’s pharmaceutical patents.

Mr. Sean Andersen, 1267 Scottsdale Drive, discussed his experience with the Ormond Beach Police Department, requesting that the Commission work with citizens and the Police Department to help build better communication before the police arrive to a location based on a 911 call.

Ms. Julia Truilo, 307 John Anderson Drive, stated she was present on behalf of Ormond Beach MainStreet, and invited the Commission to Art Battle Ormond Beach on Friday, December 10, 2021. She invited all citizens to the tree lighting ceremony and parade.

Mayor Partington discussed Art Battle Ormond Beach and the guests that would be hosting the event.

Item #5– Approval of Minutes

Mayor Partington advised the minutes of the November 16, 2021, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of the November 16, 2021, City Commission meeting minutes.

The motion carried by voice vote.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of the consent agenda.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Selby discussed Items 7C, 7D, 7E and 7F. He discussed his support of the authorization to purchase the vehicles and the process involved prior to the purchase of a new vehicle.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – 295 Interchange Boulevard, Interchange Depot, Amendment to the Official Zoning Map

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2021-39
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.94-ACRES LOCATED AT 295 INTERCHANGE BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4125-09-00-0070) FROM B-7 (HIGHWAY TOURIST COMMERCIAL) WITH A PLANNED BUSINESS DEVELOPMENT (PBD) OVERLAY TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Kent moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-39, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8B – 295 Interchange Boulevard, Interchange Depot, Issuance of Development Order

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2021-40
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 295 INTERCHANGE BOULEVARD, TO BE KNOWN AS “ALL ABOARD STORAGE – INTERCHANGE DEPOT”; AUTHORIZING THE CONSTRUCTION OF A THREE (3) STORY CLIMATE CONTROLLED STORAGE FACILITY CONSISTING OF APPROXIMATELY 111,825 SQUARE FEET WITH APPROXIMATELY 600 STORAGE UNITS; AUTHORIZING THE USE OF THE INSTITUTE OF TRAFFIC ENGINEERS (ITE) PARKING GENERATION REQUIREMENTS, TWO (2) SIGNS TOTALING 200 SQUARE FEET, AND THE RELOCATION OF LANDSCAPING ABUTTING THE BUILDING TO THE SITE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-40, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8C – Public Arts Program in the Downtown Overlay District

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2021-41
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA BY ADDING CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT; SECTION 18-1, LEGISLATIVE FINDINGS, PURPOSE, LOCATION, GENERAL REQUIREMENTS; SECTION 18-2, DEFINITIONS; SECTION

18-3, APPROVAL PROCESS; SECTION 18-4, REVIEW AND APPROVAL CRITERIA; AND SECTION 18-5, OWNERSHIP OF PUBLIC ART; ESTABLISHING A PUBLIC ART PROGRAM IN THE DOWNTOWN DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-41, on second reading, as read by title only.

Commissioner Littleton stated he was not in favor of the item.

Mr. Randy Hayes, City Attorney, proposed a slight amendment to the ordinance distinguishing “original” works of art from “replica” works of art.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-41, on second reading, as amended by staff.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
Carried.	Mayor Partington	Yes

Item #8D – Ormond Arts District Board

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2021-42
AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, DIVISION 2, ENUMERATED, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA, BY ADDING A NEW SECTION TO BE NUMBERED AND TITLED SECTION 2-230, ORMOND BEACH ARTS DISTRICT BOARD; ESTABLISHING POWERS AND DUTIES; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Kent moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-42, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8E – Second Amended ISBA Agreement

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2021-43
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-43, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8F – 48 West Granada Boulevard, Ormond Garage, Special Exception for Outdoor Activity

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2021-204
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW AN OUTDOOR ACTIVITY OF LIVE OUTDOOR MUSIC UNDER CERTAIN CONDITIONS ASSOCIATED WITH THE “ORMOND GARAGE” LOCATED AT 48 WEST GRANADA BOULEVARD, WITHIN THE B-4 (CENTRAL BUSINESS) ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation and discussed the special exception for outdoor music. He explained there had been a neighborhood meeting and discussed the conditions with the item. He noted the Planning Board and staff recommended approval.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Resolution No. 2021-204, as read by title only.

Commissioner Kent inquired if the schools voiced any concern based on music starting while school was in session.

Commissioner Persis agreed with Commissioner Kent, noting that was her only concern with the Item and asked if the weekday start time could be changed to 2:20 p.m.

Mr. Kevin Wakefield, 48 West Granada Boulevard, explained he could accept the time change and did not anticipate having live music that early on weekdays.

Commissioner Kent moved, seconded by Commissioner Persis to amend Resolution No. 2021-204, to change the start time of the live music to 2:30 p.m. on weekdays.

Commissioner Selby asked if the amendment could state that no live music be played during school hours, in case there was a time when school times changed.

Commissioner Kent and Commissioner Persis withdrew their amended motion and second.

Commissioner Kent moved, seconded by Commissioner Persis to amend Resolution No. 2021-204, to change the start time of the live music to outside of regular school hours.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Mayor Partington asked City Clerk Susan C. Dauderis to call the vote on the underlying motion for Resolution No. 2021-204.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Discussion and Direction Items

Item #9A – Discussion of City Commission Second Meeting in March 2022

Ms. Joyce Shanahan, City Manager, explained the City Commission meeting schedule in prior years aligned with the school calendar and suggested the Commission move the second meeting in March to March 22, 2022.

Commissioner Kent thanked Ms. Shanahan for the suggestion.

Mayor Partington stated all were in favor of the meeting date change.

Item #10 – Reports, Suggestions, Requests

OB Life Westward Focus

Ms. Shanahan discussed the OB Life meeting and citizen engagement.

Commissioner Selby and Mayor Partington thanked and complimented staff on the work done for the OB Life meetings.

Commissioner Littleton stated he received numerous compliments on the OB Life meetings.

Upcoming Meetings

Ms. Shanahan stated there was an upcoming Shade meeting for collective bargaining.

HOMe for the HOLIDAYS Parade

Ms. Shanahan discussed the parade and the trucks that would be utilized by the Commission.

Commissioner Kent, Commissioner Persis and Mayor Partington expressed their excitement for the parade.

Volusia League of Cities

Ms. Claire Whitley, Assistant City Manager, congratulated two employees who were recognized by the Volusia League of Cities; Building Official Tom Griffith and Ormond Beach Police Officer Danielle Henderson.

Commissioner Selby congratulated the employees and thanked all city employees for their hard work.

Audience Remarks

Commissioner Kent thanked Mr. Schultz for coming to the City Commission meetings and stated he looked forward to Mr. Schultz's comments.

Christmas in the City of Ormond Beach

Commissioner Kent stated the City of Ormond Beach was the best in the nation. He discussed Obie, the Ormond Beach Elf of the Shelf, and the lit-up trees at the four corners of the Granada Boulevard bridge. He invited citizens to the upcoming Movies on the Halifax event on Friday, December 10, 2021, where The Grinch would be played. He inquired if Police Chief Jesse Godfrey could look into getting the Police Officer Christmas lights back.

Mayor Partington mentioned he received a few compliments on Obie attending the City Commission meeting, and looked forward to what he had planned for the rest of the holiday season.

Drug Abuse Resistance Education (DARE) Graduation

Commissioner Persis stated she attended the DARE graduation at Pine Trail Elementary. She thanked staff for their assistance with the program. She thanked city staff for all their hard work throughout the year.

American City County Exchange Conference

Commissioner Littleton thanked the Commission and citizens for their approval for him to attend a conference. He agreed with Commissioner Kent, stating the City of Ormond Beach was the best.

Ormond Beach Fire Department

Mayor Partington discussed an event he attended with the Fire Department and complimented the department and the new trucks.

Ormond Beach Police Department

Mayor Partington complimented the Shop with a Cop event and thanked the Police Department on all their hard work. He discussed a donation by Dr. Caesar DePaco for the purchase and training of a new K9.

Item #11 – Adjournment

The meeting was adjourned at 8:10 p.m.

APPROVED: January 4, 2022

BY: _____
Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Tim Heyrend, Utilities Manager

Date: January 4, 2022

Subject: Sole Source Procurement of Neptune Water Meters from Ferguson Waterworks

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to authorize the City's sole source procurement of Neptune Water Meters, distributed by Ferguson Waterworks, for annual purchases that are to exceed the City Manager's purchasing authority of \$25,000 during the fiscal year.

Background

The Utilities Division purchases water meters for new customer accounts and for its water meter replacement program. For the past twenty years, the City has purchased Neptune brand water meters for residential, commercial, and industrial properties within the utility service boundary. As a result, there are tens of thousands of Neptune meters in the water distribution system.

Discussion

To ensure appropriate service levels and reliability standards for the City's metering system, the City notified all vendors of its intent to procure Neptune meters from Ferguson Waterworks on Demandstar, a platform for advertising all governmental bids and requests for services. The notification was published for a seven-day period ending December 3, 2021. Subsequently, no objections from industries or manufacturers were received regarding the notice of intent for the sole source purchase of Neptune water meters from Ferguson Waterworks.

During the time that the City has utilized Neptune meters, they have consistently proven to be accurate, reliable, and dependable components of our water distribution system. Additionally, Neptune meters are made in the U.S.A.

Budget Impact

Fund 409-Water & Wastewater Renewal and Replacement has \$391,000 budgeted for as needed replacements (\$90,000) and the annual meter replacement program (\$301,000). Funding is also available in Fund 401-Water & Wastewater Operating Fund for as needed parts associated with the meters (\$250,000).

Citizen Impact

Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services for standardized equipment promotes efficiency, system reliability, and effective critical equipment response activities for the public good.

Recommendation

Staff recommends approval for the sole source procurement of Neptune water meters as distributed by Ferguson Waterworks.

Attachments:

- 22-01 Water Meters-Ferguson (P21-0195G) (PDF)
- Neptune Technology-Ferguson Waterworks 2022 Product Price Agreement 11-11-21 (PDF)
- Neptune Technology-Ferguson Waterworks Sole Source Florida 2021 Letter(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/13/2021


Claire Whitley, Assistant City Manager 12/16/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-01

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 20,000 Neptune water meters installed throughout the City and which have been used for over 14 years, and

WHEREAS, Ferguson Enterprises, LLC supplies the only Neptune water meters that are compatible with the City's existing meters, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis at the prices set forth on the attached Price Agreement using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$641,000.00 for FY 2021-2022, and

WHEREAS, the City Manager has certified that funds for the equipment have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and have not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source purchase of Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$641,000.00 for FY2021-2022, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



11/11/2022

Mr. Tim Heyrend
 Utilities Manager
 City of Ormond Beach
 P.O. Box 277
 Ormond Beach, Fl. 32175-0277

RE: – PRICE AGREEMENT - NEPTUNE TECHNOLOGY GROUP PRODUCTS 2022 TERM

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 PB Meter Complete W/R900i Pit Gal. Reg.	\$209.00
Neptune, 3/4"x3/4" T10 Meter Complete W/R900i Pit Gal. Reg.	\$255.00
Neptune, 1" T10 Meter Complete W/R900i Pit Gal. Reg.	\$315.00
Neptune, 1 1/2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$635.00
Neptune, 2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$898.00
Neptune, 1 1/2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$769.00
Neptune, 2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$779.00
Neptune, 3" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,489.00
Neptune, 4" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,970.00
Neptune, 6" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$2,955.00
Neptune, 8" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$4,415.00
Neptune, 10" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$5,971.00
Neptune, 2" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$1,689.00
Neptune, 3" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$2,622.00
Neptune, 4" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$2,909.00
Neptune, 6" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$5,066.00
Neptune, 4"x1" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$8,725.00



Neptune, 6" x 1 1/2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$12,841.00
Neptune, 8" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$16,282.00
Neptune, 10" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$20,198.00
Neptune, 2" Coated Flanged Meter Strainer	\$250.00
Neptune, 3" Coated Flanged Meter Strainer	\$427.00
Neptune, 4" Coated Flanged Meter Strainer	\$548.00
Neptune, 6" Coated Flanged Meter Strainer	\$961.00
Neptune, 8" Coated Flanged Meter Strainer	\$1,922.00
Neptune, 10" Coated Flanged Meter Strainer	\$3,077.00
Neptune, 5/8"x3/4" T10 PB Bare Meter (Less Register)	\$42.00
Neptune, R900 Replacement Pit Coax Antenna Only, 6'	\$47.00
Neptune, First Net Pit Coax Antenna Only, 6'	\$47.00
Neptune, R900i Pit Gallon Register Only – <i>Any Size/Model</i>	\$176.00
Neptune, 5/8"x3/4" Mach 10 R900i Water Meter	\$285.00
Neptune, 3/4"x3/4" Mach 10 R900i Water Meter	\$295.00
Neptune, 1" Mach 10 R900i Water Meter	\$375.00
Neptune, 1 1/2" Mach 10 R900i Water Meter	\$743.00
Neptune, 2" Mach 10 R900i Water Meter	\$884.00
Neptune, 3" Mach 10 R900i Gallon Meter – <i>12" Lay Length</i>	\$2,564.00
Neptune, 3" Mach 10 R900i Gallon Meter – <i>17" Lay Length</i>	\$2,628.00
Neptune, 4" Mach 10 R900i Gallon Meter – <i>14" Lay Length</i>	\$3,257.00
Neptune, 4" Mach 10 R900i Gallon Meter – <i>20" Lay Length</i>	\$3,342.00
Neptune, 6" Mach 10 R900i Gallon Meter – <i>18" Lay Length</i>	\$5,428.00
Neptune, 6" Mach 10 R900i Gallon Meter – <i>24" Lay Length</i>	\$5,557.00
Neptune, 8" Mach 10 R900i Gallon Meter – <i>20" Lay Length</i>	\$9,092.00
Neptune, 10" Mach 10 R900i Gallon Meter – <i>26" Lay Length</i>	\$11,328.00
Neptune, 12" Mach 10 R900i Gallon Meter – <i>19.7" Lay Length</i>	\$13,571.00

Any R900i Meter or Registers listed above can be supplied as optional Neptune Encoder Register & Cellular First Net Endpoint at same price listed.

R900i Registers available as Ecoder or ProCoder model – same price.



Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription

1-250 Connected Endpoints – (Per Meter/Per Year)	\$12.00
251-1,000 Connected Endpoints – (Per Meter/Per Year)	\$12.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$12.00
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$10.90
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$8.35
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$7.45
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$6.85

Neptune 360 SaaS Platform (AMR) Annual Subscription

0-1,000 Connected Endpoints – (Per Meter/Per Year)	\$2.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$1.35
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$1.10
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$.95
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$.80
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$.70

Neptune, R900 Belt Clip Transceiver	\$3,750.00
Neptune, MRX920 Mobile Data Collector	\$9,950.00

Freight: Allowed – FOB: City of Ormond Beach

Payment Terms: Net 30 Days – Check or ACH only.

Price Term: 1/1/2022 – 12/31/2022*

**(Due to current economic conditions, pricing subject to change prior to end of term).*

On behalf of everyone at Ferguson Waterworks and Neptune Technology Group, Inc., I would like to thank the City of Ormond Beach for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Jeff Kimbrough

Sales Manager – Meter & Automation Group

Ferguson Waterworks

Phone: 352-516-9791

Email: jeff@kimbroughsales.com



NEPTUNE
TECHNOLOGY GROUP

October 26, 2021

Mr. Ken Russell
Utilities Departement
City of Ormond Beach
501 N. Orchard St.
Ormond Beach, Fl. 32174

Mr. Russell,

Please note that Ferguson Waterworks., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: January 4, 2022

Subject: Replacement of Bennett Lane Stormwater Pump

Commission Goal: N/A

Introduction

This is a request for City Commission approval of necessary and urgent replacement to the Bennett Lane Stormwater Pump Station Pump #1, utilizing the sublet repair services of Xylem Water Solutions USA, Inc. - Flygt Products, 2152 Sprint Blvd., Apopka, Florida 32703, in the amount of \$46,953.75.

Background

Stormwater Maintenance utilizes various sublet repair vendors for major repairs to specialized equipment/pumps within the City of Ormond Beach. Stormwater Maintenance makes all attempts to complete repairs to the Bennett Lane Pump Station in house when possible. In this instance, the level and extent of maintenance repairs to the Flygt pump requires service by the manufacturer or authorized representative dealer.

Discussion

Several months into this year's hurricane season the Bennett Lane Pump station which utilizes two (2) Flygt high service pumps to assist in the lowering of the Central Park Lake system to prevent residential flooding, went offline and could not be repaired in-house. The Flygt pump required crews, utilizing a crane, to remove and repair Pump #2. The Flygt pumps are 20+ years old and this was the first major repair to Pump #2. The repair to Pump #2 was under the City Manager approval of \$25,000.

When Pump #2 was reinstalled Pump #1 started to exhibit the same offline occurrences within weeks. Stormwater Maintenance and Xylem Water Solutions USA, Inc. removed Pump #1 to make the necessary repairs to place the pump online. The initial estimate to Pump #1 was \$42,563.45. Xylem Water Solutions USA, Inc. provided a price quote for a brand new Flygt Pump in the amount of \$44,514.15. Based on the cost evaluation of

these two options, Public Works staff determined the purchase of a new Flygt pump to be more beneficial than making costly repairs to the 20+ year old pump. The purchase also expedited return of the unit to service.

The purchase of the replacement Flygt Pump #1 for \$44,514.15, and required discharge adapter for \$2,439.60, resulted in a total project cost of \$46,953.75, which exceeds the \$25,000 City Manager approval threshold and requires City Commission approval.

Budget Impact

The Fiscal Year 2021-2022 Fund 107-Stormwater Fund contingency account includes sufficient funding for replacement.

Citizen Impact

The Stormwater Maintenance section provides emergency response needs to the community, and provides for the safety of the Citizens of Ormond Beach.

Recommendation

This resolution requests City Commission approval of maintenance replacement costs exceeding the \$25,000 procurement threshold. Staff recommends approval of the resolution which ratifies and affirms said emergency procurements.

Attachments:

- 22-02 Bennett Lane Pump Replace-Xylen (P21-0196G) (PDF)
- Bennett Lane Flygt Pump Purchase Quote 2021-APO-2102 (PDF)
- Bennett Lane Flygt Pump Repair Quote R2021-APO-0468 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/14/2021


Claire Whitley, Assistant City Manager 12/16/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-02

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF A FLYGT PUMP FROM XYLEM WATER SOLUTIONS USA, INC. FOR THE BENNETT LANE PUMP STATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Pump #1 at the Bennett Lane pump station, which has been in service for over twenty years, was in need of emergency replacement due to a recent equipment failure and which because of its age was deemed to be too cost prohibitive to repair, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a quotation from Xylem Water Solutions USA, Inc. to replace Pump #1 at a cost of \$46,953.75 (a copy of said Quotation is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the Stormwater Fund (107), now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement from Xylem Water Solutions USA, Inc. and the expenditure of funds

from the Stormwater Fund in the amount of \$46,953.75 to replace Pump #1 at the Bennett Lane pump station.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk


**Xylem Water Solutions USA, Inc.
Flygt Products**

2152 Sprint Blvd
Apopka, FL 32703
Tel (407) 880-2900
Fax (407) 880-2962

Quote # 2021-APO-2102

November 9, 2021

CITY OF ORMOND BCH
PO BOX 277
22 S BEACH ST
ORMOND BEACH FL 32175-0277

Re: CITY OF ORMOND BEACH/ THOM.

**7050.680-9771124 REPLACEMENT PUMP QUOTE FOR BENNETT LN PUMP#1/REF
REPAIR QUOTE#R2021-APO-0468/TAG#21227**

Qty	Part Number	Description	Disc. %	Unit Price	Extended Price
1	7030.180-YYYY	PL650 50/460/3 65' 2XFLS	5.00	\$ 46,857.00	\$ 44,514.15
1	769 73 20	ADAPTOR,DISCHARGE PL PUMP	5.00	\$ 2,568.00	\$ 2,439.60

Total Project Price	\$ 46,953.75
Total Discount %	5.00

Incoterm: 3 DAP - Delivered At Place **Named Placed:** 08 - Jobsite
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Sincerely,

David Moffitt
Inside Sales Associate

david.moffitt@xylem.com





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-APO-0468

Date: 11/9/2021

Page 1 of 5

Tag #: 21227

JobName: BENNETT LANE PUMP#1

Customer Information

Company Name: CITY OF ORMOND BCH

Address

PO BOX 277
22 S BEACH ST
ORMOND BEA FL32175

Contact: THOM M.

Telephone:

Telephone:

Fax:

Email:

Product Identification

Product Number:

Serial Number: 7050.660-9771124

Model:

Impeller Code:

HP: 44

Volts: 460

Phases: 3

Inspection Information

Inspected By: Randy Johnson

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 550 B 550 W 550

Resistance through cable: RB .3 RW .3 BW .3

Stator Condition: Good

Shaft Condition: Good

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☒ KLIX

☐ Bearing

☐ Cable

Hydraulic: Impeller/Propeller Condition: Good

Volute Condition: Good

Cable Condition: Unusable

Cable Length: 30'

Hydraulic Type: P



Flygt Products
2152 Sprint Blvd , Apopka FL 32703
PH: (407) 880-2900
FX: (407) 880-2962





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-APO-0468

Date: 11/9/2021

Page 2 of 5

Tag #: 21227

JobName: BENNETT LANE PUMP#1

Installation

Type: L

Discharge Size:

☐ Control

FLS INSTALLED AND ENABLED.

☐ MFV

Primary Requirement: Other

Repair/Service Requirements and remarks

THE CABLE WAS DAMAGED. THERE WAS WATER INSIDE THE INSPECTION PLUG. THERE WAS WATER IN THE OIL HOUSING. THERE WAS OIL IN THE STATOR HOUSING, THE STATOR WAS CLEANED AND DRIED AND TESTED GOOD FOR REUSE. THE BELLMOUTH IS VERY WORN.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Discount	Sell Price	Total Price
1	83 05 92	KIT,O-RING NBR 680	5.00	\$129.00	\$122.55
1	84 50 07	BEARING,BALL ANG CONT DBL ROW 190X90X73MM, 3318C4GLAPP	5.00	\$1,006.00	\$955.70
1	84 53 75	BEARING,ROLLER CYL SNGL ROW 160X75X37MM,26X26MM, NU315ECP	5.00	\$421.00	\$399.95
1	82 83 48	G-RING,SBR 550X20	5.00	\$213.00	\$202.35
1	414 71 00	BELL MOUTH,CI	5.00	\$11,298.00	\$10,733.10
1	84 35 68	GROMMET,CR 31ID 60OD 22L	5.00	\$97.00	\$92.15
30	94 21 09	CABLE,SUBCAB AWG 6/3-2-1-GC+ 31MM	5.00	\$46.00	\$1,311.00
1	414 69 00	RING,WEAR AL-BRZ	5.00	\$8,567.00	\$8,138.65
1	426 82 00	TERMINAL BOARD UNIT	5.00	\$629.00	\$597.55
1	617 99 02	SEAL,MECHANICAL WCCR/WCCR	5.00	\$4,607.00	\$4,376.65
1	370 66 02	SEAL,MECHANICAL WCCR/WCCR	5.00	\$12,924.00	\$12,277.80



Flygt Products
2152 Sprint Blvd , Apopka FL 32703
PH: (407) 880-2900
FX: (407) 880-2962





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-APO-0468

Date: 11/9/2021

Page 3 of 5

Tag #: 21227

JobName: BENNETT LANE PUMP#1

Labor and Other Charges:

Qty	PartNo	Description	Discount	Sell Price	Total Price
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR	0.00	\$61.00	\$61.00
1	14-69 00 21C	ENV FEE 11-50HP NO TAX TP ENVIRONMENTAL FEE	0.00	\$83.00	\$83.00
22	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	0.00	\$146.00	\$3,212.00

Total Price: \$42,563.45

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.



Flygt Products
2152 Sprint Blvd , Apopka FL 32703
PH: (407) 880-2900
FX: (407) 880-2962





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-APO-0468

Date: 11/9/2021

Page 4 of 5

Tag #: 21227

JobName: BENNETT LANE PUMP#1

(closing text)

David Moffitt

Phone:

Fax:

Email: david.moffitt@xylem.com



Flygt Products
2152 Sprint Blvd , Apopka FL 32703
PH: (407) 880-2900
FX: (407) 880-2962





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-APO-0468

Date: 11/9/2021

Page 5 of 5

Tag #: 21227

JobName: BENNETT LANE PUMP#1

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
2152 Sprint Blvd , Apopka FL 32703
PH: (407) 880-2900
FX: (407) 880-2962





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: January 4, 2022

Subject: Purchase Authorization for Seven (7) 2022 Ford Police Interceptor AWD-K8A Vehicles

Commission Goal: Public Safety - Provide up-to-date equipment for first responders

Introduction

This is a request to purchase seven (7) 2022 Ford Police Interceptor AWD-K8A (SUV type) vehicles for the police department. Vehicles are to be purchased under the Florida Sheriffs Contract FSA20-VEL28.0, Specification #255.

Background

The need to replace the five (5) front line marked patrol units, one (1) Criminal Investigation Department (CID) and one (1) K9 vehicle was identified and approved in the Fiscal Year 2021-2022 Capital Improvement Projects Vehicle and Equipment Replacement Fund (305).

Fleet Operations continues a cost-efficient approach to replacing the patrol vehicles again this year through the Florida Sheriffs Contract. The vehicles will be ordered with the majority of the options installed at the dealer and then will be sent to an authorized vendor to be completed with the installation of additional options including emergency lighting, partitions, radio equipment and full decals. Fleet Operations will be responsible for supplying tag and title.

Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle meets one or more of the following:

- Age - Seven (7) years of service as a patrol vehicle.
- Mileage - Unit has exceeded 85,000 miles and all warranties have expired.
- Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost.
- Final Evaluation - Unit shows excessive wear on engine, drive train, air

conditioner, and emergency equipment, including general overall appearance and body condition as relating to excessive fatigue.

The requested replacements have been recently evaluated and copies of the condition reports are attached.

This purchase will be the second year that the Ford Police Interceptor AWD-K8A (SUV type) vehicle will be purchased and placed into service, replacing the vehicles below:

Unit #	Make/Model
#087	2011 Ford Crown Victoria
#028	2009 Ford Crown Victoria
#002	2012 Chevy Caprice
#012	2012 Chevy Caprice
#025	2012 Chevy Caprice
#105	2010 Chevy impala
#134	2013 Chevy Caprice

Discussion

The purchase of the patrol vehicles will be in accordance with the Florida Sheriffs Association contract (Contract FSA20-VEL28.0, Spec. #255). The price for these vehicles is as follows:

2022 Ford Police Interceptor AWD-K8A Vehicles	
Base Price	\$32,838
Dealer Installed Options	\$ 330
Per Vehicle Total	\$33,168
	<u> x7</u>
	\$232,176 - vehicles only

Additional costs for vehicle lighting packages and other specialized accessories are not included in this purchase and will be obtained through a separate vendor. The total fully outfitted price of each of the five patrol vehicles is estimated to be \$43,489.30. The CID vehicle and K9 unit require modified options and will be outfitted accordingly.

Budget Impact

Adequate funds for the purchase of seven (7) 2022 Ford Police Interceptor AWD-K8A vehicles in the amount of \$232,176 is included in the Fiscal Year 2021-2022 Capital Improvement Projects Vehicle and Equipment Replacement Fund (305).

The vehicles being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated that an average of \$1,500 to \$3,000 per unit can be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.

The lighting/options package includes lights, prisoner cage/rear seat, etc. and

installation, that are non-factory items and are purchased separately through a vendor.

Citizen Impact

The replacement purchase of five (5) marked patrol vehicles, one (1) CID and one (1) K9 vehicle is integral in the effective policing of the City of Ormond Beach.

Recommendation

It is recommended that the City Commission authorize the purchase of the seven (7) 2022 Ford Police Interceptor AWD-K8A vehicles from Duvall Ford, LLC, 5203 Waterside Dr. Jacksonville, Florida, 32210, in the total amount of \$232,176, under the Florida Sheriffs Association Contract FSA20-VEL28.0 Specification #255, and approve of the disposition of the surplus units.

Attachments:

- 22-03 Purchase of Ford Interceptor Vehicles (P21-0143G) (PDF)
- MT 4853 Requisition for Legal Seven 2022 Ford Police Interceptors Purchase Authorization (PDF)
- FSA Coop Purchasing Program Ford Police Interceptor - 7 (PDF)
- Replacement Evaluation Form 002 (PDF)
- Replacement Evaluation Form - 087 (PDF)
- Replacement Evaluation Form - 025 (PDF)
- Replacement Evaluation Form - 028 (PDF)
- Replacement Evaluation Form - 105 (PDF)
- Replacement Evaluation Form - 012 (PDF)
- Replacement Evaluation Form - 134 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/16/2021


Claire Whitley, Assistant City Manager 12/16/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-03

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF SEVEN 2022 FORD INTERCEPTOR VEHICLES UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicles #087 (2011 Ford Crown Victoria), #028 (2009 Ford Crown Victoria), #002, #012, #025 (2012 Chevy Caprices), #105 (2010 Chevy Impala) and #134 (2013 Chevy Caprice) which have all been determined to have exceeded all criteria for replacement; and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids; and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase seven (7) 2022 Ford Police Interceptor AWD-K8A vehicles under Florida Sheriffs Association Bid No. FSA20-VEL28.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of seven (7) 2022 Ford Police Interceptor AWD-K8A vehicles from Duval Ford, LLC., in the amount of \$232,176.00; and

WHEREAS, the City Manager has certified that funds in the amount of \$232,176.00 for the total purchase thereof are in the FY 2021-2022 Vehicle and Equipment Replacement Fund (305) and have not been appropriated for any other purposes; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of seven (7) 2022 Ford Police Interceptor AWD-K8A vehicles from Duval Ford, LLC., in the amount of \$232,176.00 and to pay the costs therefore from the FY 2021-2022 Vehicle and Equipment Replacement Fund (305).

SECTION TWO. The City Commission hereby declares vehicles #087, #028, #002, #012, #025, #105, and #134 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
 Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
 City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2200483
Vendor: Duval Ford LLC
Resolution No. 2022-03

Requisition By: Gray
Date: 01/04/2022

Reason: Purchase of seven 2022 Ford Police Interceptor AWD-K8A

Purchase of seven 2022 Ford Police Interceptor AWD-K8A
Florida Sheriffs Association Contract FSA20-VEL28.0, Spec #255
Funding through Fund 305 – Vehicle and Equipment Replacement

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2022 Ford Police Interceptor AWD-K8A	EA	7	\$32,838.00	\$229,866.00
2	Delete Driver Spot Light	EA	7	(\$110.00)	(\$770.00)
3	Tint All Windows in include Front Strip	EA	7	\$385.00	\$2,695.00
4	Temporary Tag	EA	7	\$7.00	\$49.00
5	Tag and Title Processing	EA	7	\$48.00	\$336.00
				Total:	\$232,176.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor 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 or 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability, Automobile Liability, and Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000 Each Accident Bodily Injury by Accident
- \$100,000 Each Employee Bodily Injury by Disease
- \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform

under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) **Excess Liability**

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) **Builder's Risk**

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.**

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

{Items formerly included under “VEH” contract.}

Contract Terms and Conditions

BID AWARD

CONTRACT

FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:
October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By
The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning **October 1, 2020 through September 30, 2022.**

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

FSA20-VEH18.0 Heavy Trucks

FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



v.3/9_2015

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
7. Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC ✓
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - Police Rated & Police Hybrid Vehicles

Make: Dodge Model: Charger V6 Police Rated Sedan AWD

Make: Dodge Model: Charger V8 Police Rated Sedan RWD

Make: Dodge Model: Durango Pursuit Utility - V6 – AWD

Make: Dodge Model: Durango Pursuit Utility - V8 – AWD

Make: Ford Model: Interceptor Utility AWD Hybrid 3.3L

Make: Ford Model: Interceptor Utility AWD 3.3L Gas ✓

Make: Ford Model: Interceptor Utility AWD 3.0L EcoBoost

Make: Ford Model: Police Responder F-150 Crew Cab 4x4

Make: Chevrolet Model: Tahoe 4x2 PPV 21

Make: Chevrolet Model: Tahoe 4x4 PPV 21

FSA Item Specifications Description:

1. Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBs. Standard equipment must include a factory or dealer installed LED spotlight on the driver's side, key FOB keyless entry, vinyl black flooring front and rear, heavy duty cloth front bucket seat and vinyl rear seat.

GRAPHIC DESIGNS INTERNATIONAL INC.

ARTWORK VERIFICATION FORM



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PLEASE NOTE:

This rendition is an artistic representation of what your cruiser will look like. Graphic Designs reserves the right to slightly modify certain measurements and/or areas to accommodate production and installation. As this color rendition is generated by computer, the colors may vary from the actual decal material

Art work Only Salesperson

kg

Jenice

Ready to Cut

Customer

ORMOND BEACH

Date

2-1-17

Approval Signature

Bid Award**Contract:** FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles**Group:** Police Rated & Police Hybrid Vehicles**Item:** 255, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$33,017.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,287.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$33,345.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$32,838.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,236.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$33,243.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$33,017.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,338.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$34,192.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$33,014.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,389.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$34,192.00	0.00%	Build	Options

ORMOND BEACH

Prepared for:		Contract Holder		DATE:
ORMOND BEACH DANNY MCLLRATH 386-676-3510 Danny.McIlrath@ormondbeach.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210		12/13/21
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.				
Labor	Code	Equipment	Price	
0	SPEC 255	2022 FORD POLICE INTERCEPTOR AWD- K8A	\$ 32,838.00	✓
0	99B.44U	3.3L V6 GAS ENGINE	NC	
0	INCL	POWER WINDOWS & DOOR LOCKS	NC	
0	INCL	BACKUP CAMERA	NC	
0	55F	KEYLESS ENTRY- INCLUDES 4 KEY FOBs	NC	
0	D51R	DELETE DRIVER SIDE SPOT LIGHT	\$ (110.00)	✓
0	TINTA	TINT ALL WINDOWS TO INCLUDE FRONT STRIP	\$ 385.00	✓
0	TMP	TEMPORARY TAG (REQUIRES TTO)	\$ 7.00	✓
0	TTO	TAG AND TILE PROCESSING AND HANDLING FEE- REQUIRED WITH TEMP TAG	\$ 48.00	✓
0				
0	YZ	EXTERIOR: OXFORD WHITE	NC	
0	96	INTERIOR: BLACK CLOTH FRONT SEATS/NO CONSOLE/ REAR VINYL	NC	
0		VINYL FLOOR	NC	
VENDOR COMMENTS		CUSTOMER DECLINED ADDITIONAL OPTIONS		✓
UNIT COST			\$ 33,158.00	✓
TOTAL QUANTITY 7			TOTAL PURCHASE \$ 232,176.00	✓

SPEC 255

Interceptor Utility AWD 3.3L Gas [K8A]

FSA20-VEL28.0

SPEC 255	CODE	OPTION	S/O/S	PRICE	MSRP
255	K8A	WESTERN ZONE		\$ 33,017.00	2022 MY
255	K8A	NORTHERN ZONE		\$ 32,838.00	2022 MY
255	K8A	CENTRAL ZONE		\$ 33,017.00	2022 MY
255	K8A	SOUTHERN ZONE		\$ 33,014.00	2022 MY
SPEC 255	CODE	OPTION	S/O/S	PRICE	MSRP
	99B/44U	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	S		
		SPECIAL PAINT			
1	2 Tone	White doors Painted only	O	\$ 1,395.00	NA
2	2 Tone D&R	White doors and Roof painted	O	\$ 1,695.00	NA
3	2 Tone Full	Two tone: Roof, doors and pillars painted white	O	\$ 1,895.00	NA
4		EQUIPMENT GROUP			
5	65U	Interior Upgrade Package •1st and 2nd Row Carpet Floor Covering •Cloth Seats – Rear •Center Floor Console less shifter (Maintains Column Shifter) •Includes Console and Top Plate with 2 cup holders •Floor Mats, front and rear (carpeted) •Includes SYNC 3®	O	\$ 379.00	\$ 390.00
6	66A	Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (In headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 894.00	\$ 895.00
7	86T	Tail Lamp / Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	O	\$ 59.00	\$ 60.00
8	66B	Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 429.00	\$ 430.00

26	51W	Spot Lamp Prep Kit, Dual Driver and Passenger. Note: Does not include spot lamp housing and bulb	O	\$ 279.00	\$ 280.00
27	D51R	Delete Spotlight Driver Side Only (Unity)	O	\$ (110.00)	\$ (110.00) ✓
28	51T	Driver Only (Whelen)	O	\$ 419.00	\$ 420.00
29	51S	Dual (driver and passenger) (Unity)	O	\$ 619.00	\$ 620.00
30	51V	Dual (driver and passenger) (Whelen)	O	\$ 664.00	\$ 665.00
31	TINTA	Full Window Tinting, Lumar or 3M brand	O	\$ 385.00	\$ 385.00 ✓
32	92G	Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	O	\$ 119.00	\$ 120.00
33	92R	Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	O	\$ 84.00	\$ 85.00
34	76D	Underbody Deflector Plate (engine and transmission shield)	O	\$ 334.00	\$ 335.00
35	65L	Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	O	\$ 59.00	\$ 60.00
36	64E	18" Painted Aluminum Wheel. Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	O	\$ 474.00	\$ 475.00
37	Audio / Video				
38	47E	12.1" Integrated Computer Screen • includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ®	O	\$ 2,744.00	\$ 2,745.00
39	87R	Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	O	NC	NC
40	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand	O	\$ 229.00	\$ 230.00
41	USB I	USB Charge wire for iphone	O	\$ 39.00	\$ 45.00
42	USB A	USB Charge wire for android devices	O	\$ 39.00	\$ 45.00
43	Doors / Locks				
44	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 159.00	\$ 160.00
45	68G	Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 74.00	\$ 75.00
46	18D	Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	O	NC	NC

SPEC 255

Interceptor Utility AWD 3.3L Gas [K8A]

FSA20-VEL28.0

277	CB575	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 1,770.00	\$ 1,770.00
278	CB5100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 2,325.00	\$ 2,325.00
279	CE575	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 1,960.00	\$ 1,960.00
280	CE5100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 2,715.00	\$ 2,715.00
281	CP575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 2,625.00	\$ 2,625.00
282	CP5100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	\$ 3,520.00	\$ 3,520.00
283	FINAL DELIVERY			PRICE	
284	OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.		\$ 446.00	
285	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost Includes electronic administrative fee, manual processing courier, and Fedex related expense.		\$ 48.00	✓
286	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option		\$ 7.00	✓
287	TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)		\$ 90.00	
288	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)		\$ 125.00	

DUVAL FORD

Vehicle and Equipment Repair/Replacement Evaluation

7.C.d

Vehicle: #002	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	9	2012 Chev Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	98,042 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Headlight and light bar lenses are faded out. Many scratches all around to include the decals. Suspension worn. Interior worn driver seat needs rework. Headliner needs rework.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Patrol
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Purchase Price \$30,893.00 total \$24,561.24 LTD 79% of Purchase Price per mile \$.31 M&R Cost
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	36	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.e

Vehicle: # 087		Evaluated by: Danny McIlrath	
Dept.:PD CID		Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments	
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	11	2011 Ford Crown vic	
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	89,143 miles	
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Engine has a small oil leak, engine noise worn will be in need of overhaul. Ac is Noisy and weak. Suspension need a rework. Scratches around car decals worn and fading. Interior driver side worn seat and door panel flooring mat is worn.	
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD CID	
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	In every month or so.	
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Purchase Price \$27,174.00 LTD M&R Price \$21,858.31 80% of Purchase Cost per mile \$.25	
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement	
Total Points	37	(Shop Supervisor approval required)	
28 + points	X	Needs immediate replacement	
23-27 points		Condition is borderline	
18-22 points		Condition is fair/good	
Under 18 points		Condition is good/excellent	

Budget shows \$30,000.00
Replacement cost is \$40,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.f

Vehicle: #025	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	9	2012 Chev Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	6	76,403 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Headlights and light bar lenses are faded out. Driver seat is worn and torn. Scratches all around the vehicle to include the decals. Tire rod ends, boots are worn and have cracks in them. Nose of car bumper cover has many of large scratches in it. This vehicle has been down for days at a time for electrical issues that are still on going. You repair one and a different one pops up. It has had a number down times.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Patrol
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$30,893.00 total LTD M&R Price \$32,524.65 105% of Purchase Cost per mile \$.42
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	33	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.g

Vehicle: #028	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 20 points because it is 20 years old.	12	2009 Ford Crown Vic
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	13	134768 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Ball joint boots broken lower ball joint, Insulation falling off above exhaust, Body mounts breaking down, Axle tube left rear leaking oil, Faded headlights and light bar. Driver seat worn, /torn, Car needs repaited and all decals replaced.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Patrol
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$23,454.00 total LTD M&R Price \$31,163.23 132% of Purchase Cost per mile &.24
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	44	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.h

Vehicle: #105	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	11	2010 Chev Impala
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	72,020 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Engine mounts oil soaked, engine and trans have some oil leaks. Suspension worn, heads light need replacement.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	PD Patrol/CID
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	2	Purchase Price \$19,286 total LTD M&R Price \$7,757.64 40% of Purchase Cost per mile \$.11
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	31	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.i

Vehicle: #012	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 20 points because it is 20 years old.	9	2012 Chev Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	96,914 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Headlight and light bar lenses are faded out. Many cratches all around to include the decals. Surspenion worn. Interior worn driver seat needs rework. Headliner needs rework.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Patrol
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Purchase Price \$30,893.00 total LTD M&R Price \$21810.56 70% of Purchase Cost per mile \$.25
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	36	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00

Vehicle and Equipment Repair/Replacement Evaluation

7.C.j

Vehicle: #134	Evaluated by: Danny McIlrath	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	8	2013 Chev Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	6	64,339 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Suspension worn and in need of reworking. AC is weak and the system is clogged up ue to K9. The body needs to be reworked, painting and new decals. Have a on going electrical issue with rear windows.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Patrol
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	We see it all most every month.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$ 23,454.00 \$30,023.90 LTD M&R of Purchase Price mile \$.59 128% Cost per
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	32	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$46,000
Replacement cost is \$55,000.00



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: Gazebo Replacement Central Park II

Commission Goal: N/A

Introduction

This is a request by staff to award a bid for the construction of the Gazebo Replacement Central Park II Project, Bid Number 2022-01 to A. G. Pifer Construction Co. Inc.

Background

One of two gazebos currently in Central Park II was originally constructed with the park opening in 1992. Exposure to the elements has caused rust and corrosion to such an extent that the gazebo is beyond repair and requires complete replacement. Staff recently replaced the other Central Park gazebo with approval from the City Commission at the August 4, 2020 City Commission meeting, Resolution No. 2020-94; the cost of the previously replaced gazebo was \$58,320.

Discussion

The City's Central Park II has two gazebos which have provided shade and shelter for City residents and visitors since being installed around 1992. The 25+ years of service in the hot and humid environment at Central Park II has taken a toll on the remaining original gazebo to the point that it is beyond its useful service life and needs replacement. The new gazebo will have a heat and weather resistant two-part finish coat consisting of a powder coating on hot dipped galvanized steel which will ensure a future long service life.

A.G. Pifer is a highly qualified contractor specializing in the construction of public facilities, notably having completed the reconstruction of Ormond Beach Middle School.

Budget Impact

Funding for the Gazebo Replacements Central Park II is included in the Fiscal Year

2021-2022 Capital Improvement Program budget, with \$60,000 in funding to be provided through Fund 317-Facilities Renewal and Replacement Fund.

Citizen Impact

The City's Central Park facilities are well known and valuable amenities to the City's residents and visitors; the shade and shelter provided by the gazebos improve the quality of the park and enhance visitors' experiences.

Recommendation

Staff recommends award of the bid for the Gazebo Replacements Central Park II Project, Bid Number 2022-01 to A. G. Pifer Construction Co. Inc. in the amount of \$59,293.

Attachments:

- 22-04 Gazebo replace-AG Pifer Constr (P21-0197G) (PDF)
- A. G. Pifer Construction Bid Submission (PDF)
- Bid 2022-01 Addendum No 1 (PDF)
- Bid 2022-01 Addendum No 2 (PDF)
- 2022-01 Project Drawings (PDF)
- BID 2022-01 Bid Opening Tabulation (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/13/2021


Claire Whitley, Assistant City Manager 12/16/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-04

A RESOLUTION ACCEPTING A BID FROM A.G. PIFER CONSTRUCTION CO., INC. FOR CONSTRUCTION SERVICES REGARDING THE GAZEBO REPLACEMENT IN CENTRAL PARK II, UNDER BID NO. 2022-01; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2022-01) regarding construction services for the gazebo replacement in Central Park II (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by A.G. Pifer Construction Co., Inc. in the amount of \$59,293.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Facilities Renewal and Replacement Fund (317) and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by A.G. Pifer Construction Co., Inc. to perform the Project at a total cost not to exceed \$59,293.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with A.G. Pifer Construction, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with A.G. Pifer Construction, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Facilities Renewal and Replacement Fund.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Gazebo Replacement Central Park II

Bid No. 2022-01



City of Ormond Beach Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

SECTION 00300
BID

CONTRACTORS NAME A. G. Pifer Construction Co., Inc LICENSE NO. CGC040437

PROJECT IDENTIFICATION: **GAZEBO REPLACEMENT CENTRAL PARK II**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2022-01

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>10/21/2021</u>	<u>1</u>
<u>11/04/2021</u>	<u>2</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1.	Mobilization/Demobilization	<u>1</u>	LS	<u>\$ 6,000.00</u>	<u>\$ 6,000.00</u>
2.	General Conditions	<u>1</u>	LS	<u>\$ 9,000.00</u>	<u>\$ 9,000.00</u>
3.	Indemnification	<u>1</u>	LS	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
4.	Furnish and Install Concrete Piers	<u>6</u>	LS	<u>\$ 1,025.00</u>	<u>\$ 6,150.00</u>
5.	Furnish and Install Pre-fabricated Gazebo	<u>1</u>	LS	<u>\$ 32,143.00</u>	<u>\$ 32,143.00</u>
6.	Permit Fee and Miscellaneous Allowances	<u>1</u>	LS	<u>\$5,000.00</u>	<u>\$ 5,000.00</u>
TOTAL BASE BID				<u>\$ 59,293.00</u>	<u>(Figures)</u>

Fifty Nine Thousand Two Hundred Ninety Three Dollars and Zero Cents
(Words)

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 150 calendar days after the date when the Contract Time commences to run, and completed within 180 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$ 500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 3629 Old Deland Rd, Daytona Beach, FL 32124

Street Address: 3629 Old Deland Rd

City, State, Zip Code: Daytona Beach, FL 32124

Email: AGPiferInc@gmail.com

Telephone No.: 386-257-4448

Fax No.: 386-257-5503

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on November 18, 20 21.

If BIDDER is:

An Individual

N/A

By _____
 (Individual's Name - Signature)

 (Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

N/A

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

If BIDDER is:

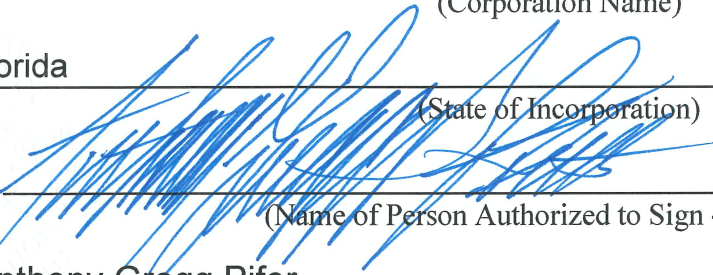
A Corporation

By A. G. Pifer Construction Co., Inc

(Corporation Name)

Florida

(State of Incorporation)

By 

(Name of Person Authorized to Sign - Signature)

Anthony Gregg Pifer

(Name of Person Authorized to Sign - Typed or Printed)

President

(Title)

(Corporate Seal)

Attest _____

Business address: 3629 Old Deland Rd, Daytona Beach, FL 32124

Phone No.: 386-257-4448

Fax No.: 386-257-5503

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

N/A

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Gazebo	RCP Shelters Inc

Subcontractors:

Work Classification: Concrete

Name: Brad's Concrete, Inc

Address: PO Box 740477, Orange City, FL 32763

Phone Number: 386-216-2986 Fax Number: N/A

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

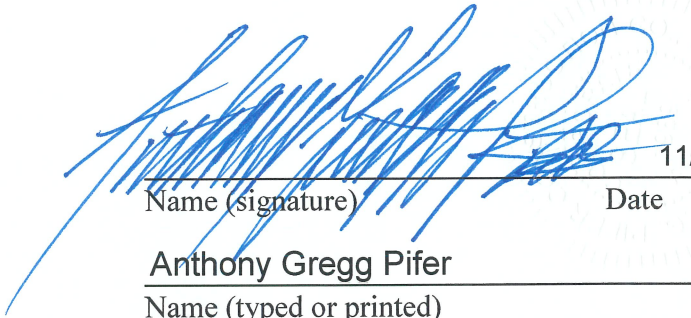
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>20</u>	L.F.	<u>700</u>	<u>14,000</u>
2. Sheeting/Shoring	<u>200</u>	S.F.	<u>57</u>	<u>11,400</u>



11/18/2021
 Name (signature) Date
Anthony Gregg Pifer
 Name (typed or printed)
President
 Title

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name (signature)

11/18/2021

Date

Anthony Gregg Pifer

Name (typed or printed)

President

Title

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

A. G. Pifer Construction Co., Inc

COMPANY NAME

AUTHORIZED SIGNATURE

Anthony Gregg Pifer

NAME (PRINT OR TYPE)

President

TITLE

11/18/2021

DATE

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: A. G. Pifer Construction Co., Inc

Address: 3629 Old Deland Rd, Daytona Beach, FL 32124

Business or Contractor License Number: CGC040437

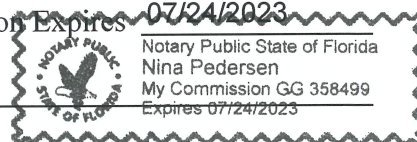
Phone Number: 386-257-4448 Fax Number: 386-257-5503

Owner's Name: Anthony Gregg Pifer Signature: _____

Sworn to before me this 18th day of November, 2021

Notary Public for the State of Florida My Commission Expires 07/24/2023

Notary Public Signature: *Nina Pedersen*



Printed Name: Nina Pedersen

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

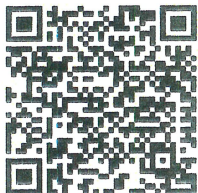
PIFER, ANTHONY GREGG

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

LICENSE NUMBER: CGC040437

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BID (Cont'd.)
GAZEBO REPLACEMENT CENTRAL PARK II
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

A. G. Pifer Construction Co., Inc

COMPANY NAME

AUTHORIZED SIGNATURE

Anthony Gregg Pifer

NAME (PRINT OR TYPE)

President

TITLE

11/18/2021

DATE

END OF BID

00300-15

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we A.G. PIFER CONSTRUCTION CO., INC.

3629 Old Deland Road, Daytona Beach, FL 32124

(hereinafter called *Principal*) and

Westfield Insurance Company - P. O. Box 5001, Westfield Center, OH 44251

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
Ohio of with its principal offices in the County of

Medina and authorized to do business in the State of Florida, in the full and just
sum of -- FIVE PERCENT (5%) OF PROPOSED BID --

Dollars (\$ ---5%---) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and
assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the **Gazebo Replacement Central Park II (Bid No. 2022-01)** in,
and for the City and

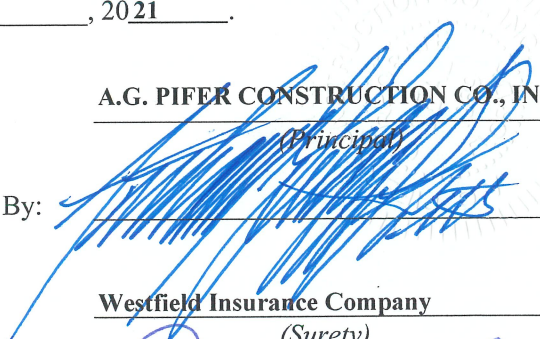
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the
Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a
contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth
therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract
Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the
approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this
obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon
the failure of the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and
lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 18th day November, 2021.

A.G. PIFER CONSTRUCTION CO., INC.

(Principal)

By: 

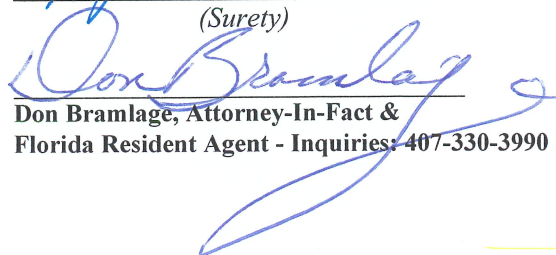
ATTEST:

see attached power of attorney

(SEAL)

Westfield Insurance Company

(Surety)

By: 

**Don Bramlage, Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990**

**END OF SECTION
00410 - 1**

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0994592 00

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

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

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

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

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

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

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

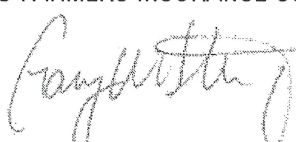
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed





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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **18th** day of **November** A.D., **2021**.




Frank A. Carrino, Secretary

QUALIFICATIONS PACKAGE

A.G. PIFER CONSTRUCTION CO. INC.

Table of Contents

Tab 1 Statement of Interest and Introductions

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

Tab 2 Company History

Tab 3 Company Qualifications and Capabilities

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

Tab 4 Financial Stability / Bonding Capacity

Contains a statement of the company's past litigation.

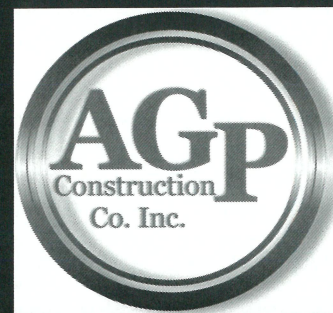
Tab 5 Licenses / Insurance

Contains a copy of all current licenses and insurance forms.

Tab 6 Professional References

Contains a list of references and contract termination information.

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



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

-David Allan Coe

Bid No. 2022-01

The City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Gazebo Replacement
Central Park II

Bid Date: 11/18/2021
Bid Time: 2:00 pm

Tab 1 Statement of Interest and Introductions**November 18, 2021**

We would like to thank you for giving us the opportunity and consideration to bid on the Gazebo Replacement Central Park II. Please accept this correspondence as our Statement of Interest and introductions for qualifications on this and any construction projects you may have on the horizon.

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

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

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

We have enjoyed a multitude of projects over the past 32 years of service to the Volusia County area and surrounding counties. Please do not hesitate to call us at: (386) 257-4448 with any questions.

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

Yours Very Truly,

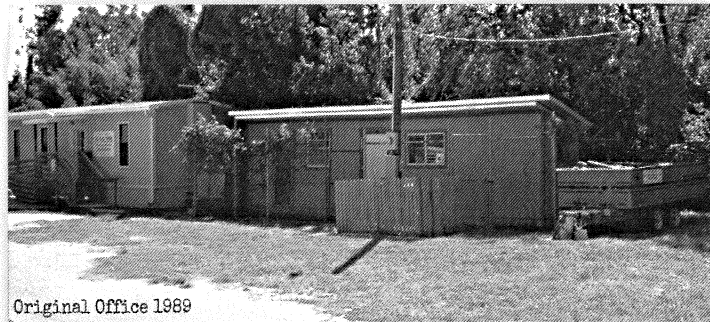
Anthony Gregg Pifer, President

SERVING VOLUSIA COUNTY FOR 32 YEARS!

Tab 2 Company History

A.G. PIFER CONSTRUCTION CO. INC.

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



TOP 10 PROJECTS	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETION TIME
1. DLH PORT ORANGE ANNEX	Renovation of the complete building	\$1.95 Million	01/2018-11/2018 (10 Months)
2. PORT ORANGE POLICE EVIDENCE	Complete renovate of the Evidence room	\$350,000	01/2019-05/2019 (5 months)
3. MILL LAKE PARK PHASE 2	New park with 1 mile of sidewalks	\$1.1 Million	07/2017 – 01/2018 (7 months)
4. LIVE OAK CULTURAL CENTER	New Construction	\$2.2 Million	02/2018-3/2019 (6 months)
5 SILVER SAND CONDOS	Complete Renovation	\$380 Thousand	02/2018-06/2018 (4 months)
6. MUSSLEWHITE RESIDENCE	Complete Renovation of existing Home	\$575 Thousand	12/2018-05/2019 (6 months)
7. VOTRAN ADA BUS STOPS	ADA Bus Stops-Volusia	\$1.8 Million	Ongoing
8. AZALEA HEALTH CENTER	New Facility in Daytona	\$575 Thousand	07/2017-02/2018 (8 Months)
9. DBHA PALMETTO PARK	Exterior Renovation Building	\$850 Thousand	05/2016-01/2017 (8 Months)
10. COUNTY OF VOLUSIA	4 th Floor Judge Chambers	\$80 Thousand	10/2016-12/2016 (2 Months)

Tab 3 Company Qualifications / Capabilities / Financial Stability

To Whom It May Concern,

We would like to thank you for giving us the opportunity and consideration to bid on the Gazebo Replacement Central Park II. Please accept this correspondence as our Statement of our firm's capacity to perform the work within the required schedule.

A.G. PIFER CONSTRUCTION CO. INC., is confident that we are able to dedicate a team to provide Construction Services for the Gazebo Replacement Central Park II within the timeframe mentioned in the Request for Expression of Interest and Statement of Qualifications.

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

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

Nielson, Mosholder and Associates

Attn: Don Bramlage

4380 St. Johns Parkway,

Suite 110

Sanford, FL 32771

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

dbramlage@nielsonbonds.com

Bonding Letter

POWER NO. 0994592 00
General Power of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

CERTIFICATE

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

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

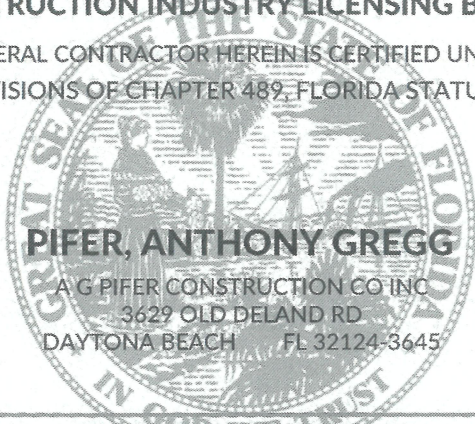
BPOAC (0.



By:
Frank Carrino, Secretary

Tab 4 Licenses / Insurances / Certifications

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

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
			
PIFER, ANTHONY GREGG A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124-3645			
LICENSE NUMBER: CGC040437			
EXPIRATION DATE: AUGUST 31, 2022			
Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

Volusia County Business Tax Receipt**2021 / 2022****Volusia County Business Tax Receipt**

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



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

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

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

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



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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725		CONTACT NAME: Certificates PHONE (A/C, No. Ext): 386-218-2005 FAX (A/C, No): 800-620-8849 E-MAIL ADDRESS: info@apexinsuranceresources.com	
INSURED AG Pifer Construction Co. Inc. 3629 Old Deland Road Daytona Beach FL 32124		INSURER(S) AFFORDING COVERAGE INSURER A: American Interstate Insurance Company INSURER B: The Ohio Casualty Insurance Company INSURER C: Security National Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 31895 24074 19879	

COVERAGES

CERTIFICATE NUMBER: 985356171

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	Y	SES1799609-00	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0	Y	Y	EXS179572800	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AVWCFL2918922021	8/22/2021	8/22/2022	☒ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Floater			BMO63652698	8/22/2021	8/22/2022	Limit of Ins 200,000
B	Equipment Floater			BMO63652698	8/22/2021	8/22/2022	Per Item 1,000 3,000

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

Owner Anthony G Pifer is Exempt from Workers Compensation coverage. General Liability includes Ongoing and Completed Operations, Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20100413 and CG20370413 as required by written contract. General Liability and Workers Compensation include Blanket Waiver of Subrogation as required by written contract. All forms are attached. Excess Liability is follow form.

CERTIFICATE HOLDER **FOR INFORMATION ONLY** ***** USA	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
---	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Certificate of Auto Fleet Insurance



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		J87 1137 591	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 2005 GMC BOX TRUCK 1GDJG31V651907635 2017 RAM 2500 3C6UR5MJ4HG782132 2019 CHEVROLET C1500 3GCNWAHXXG243337 2014 CHREVROLET C1500 1GCRCPHXEZ132594 2007 CHEVROLET K3500 1GCHK33687F510733					

CERTIFICATE HOLDER

CANCELLATION

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jodi Stewart</i>

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ACORD 25 (2016/03)

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1001486 132649.13 04-22-2020

congratulations

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

Let's *build* together!



Seth Stern

SStern@waterstonemortgage.com



NAT-66541-3

United States Environmental Protection Agency

This is to certify that



A.G. Pifer Construction Co., Inc.

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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

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

NAT-66541-3

Certification #

July 13, 2020

Issued On



A handwritten signature in cursive script, appearing to read 'Michelle Price'.

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Tab 5 Client References and Experience for Similar Projects

"Strive not to be a success, but rather to be of value."
-Albert Einstein

Client Reference #1

The City of Port Orange

Mrs. Susan Lovallo

1000 City Center Circle, Port Orange, FL 32128

Ph: (386) 506-5851

E-mail: slovallo@port-orange.org

Client Reference #2

The City of Daytona Beach

Mr. Glen Carpenter

950 Bellevue Ave., Daytona Beach, FL 32115

Ph: (386) 671-8627

E-mail: carpenterglen@codb.us

Client Reference #3

The City of Orange City

Mr. David Santiago

229 East Graves Avenue, Orange City, FL 32763

Ph: (386) 775-5440

E-mail: dsantiago@orangecityfl.gov

Client Reference #4

County of Volusia

Mr. Jose Alvarez

123 W. Indiana Avenue, Deland, FL 32720

Ph: (386) 248-1760

E-mail: JAlvarez@volusia.org

Client Reference #5

The City of Orange City

Mr. Raul Palenzuela

229 East Graves Avenue, Orange City, FL 32763

Ph: (386) 851-7525

E-mail: rpalenzuela@orangecityfl.gov

A.G. Pifer Construction Co. Inc. has never had a contract terminated for any reason

Addendum No. 1

October 21, 2021

TO: Perspective Bidders and Others Concerned**SUBJECT:** Addendum #1 BID 2022-01 Gazebo Replacement

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The following additional information is being provided in response to inquiries received.

Questions 1: Specification Section 10530 Prefabricated Shelters, Paragraph 1.04.C states: Only primary manufacturers of shelters will be allowed to submit proposals. Does this statement disqualify a State Certified General Contractor from providing a proposal on this project?

Answer 1: No. The Contractor and each Subcontractor must be registered with Volusia County or with the City of Ormond Beach, refer spec section 01010.

Questions 2: Is there a cost estimate or budget for the project listed?

Answer 2: Budget is \$60,000.00.

Questions 3: We are proposing to use Cedar Forest Products in lieu of the RCP Shelter design. Our drawing for the proposed pavilion is attached as well as information about CFP and their warranty. Please let me know if we are approved to bid this project with CFP.

Answer 3: Only the products specified in the Project Manual will be accepted.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2022-01 Gazebo Replacement, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

Addendum No. 2

November 5, 2021

TO: Perspective Bidders and Others Concerned**SUBJECT:** Addendum #2 BID 2022-01 Gazebo Replacement

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The following additional information is being provided in response to inquiries received.

Questions 1: Is the bid to include removing and replacement of the current slab?

Answer 1: Yes, the current slab does not meet hurricane requirements and it will need to go through permitting. Will need to be signed and sealed as being compliant with current hurricane standards.

Questions 2: Is the bid to include any benches or picnic tables?

Answer 2: No, the city will remove them prior to construction and replace them after.

Questions 3: Is a site visit possible?

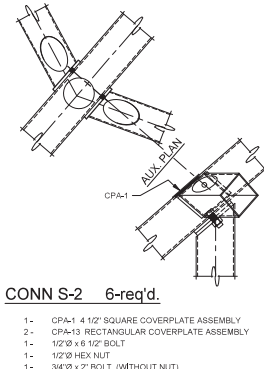
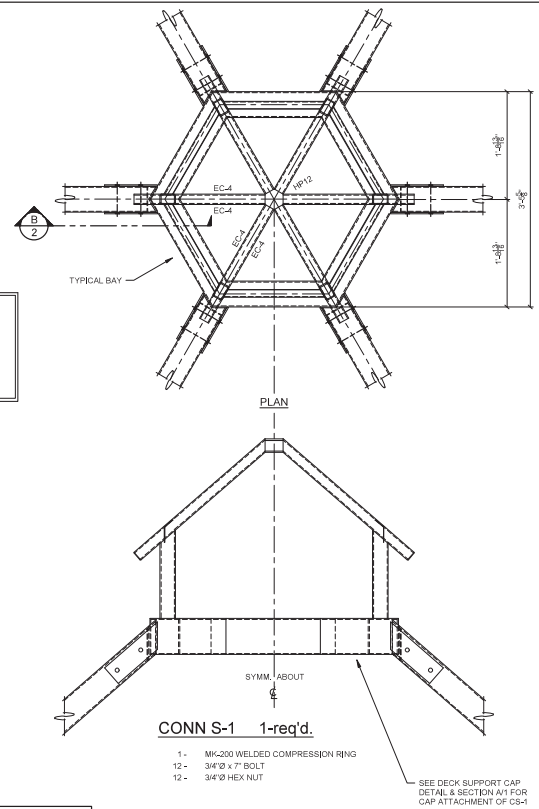
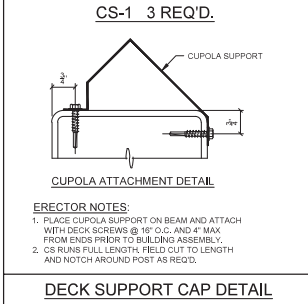
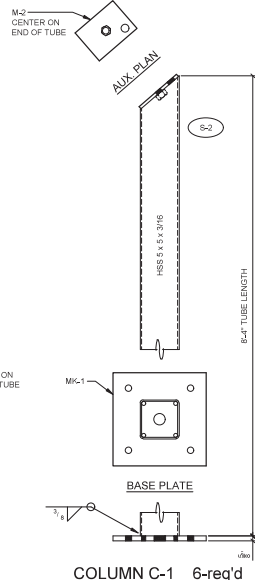
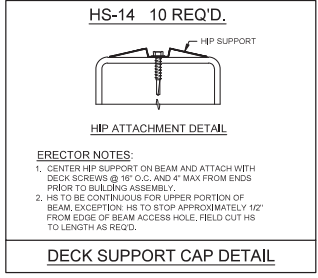
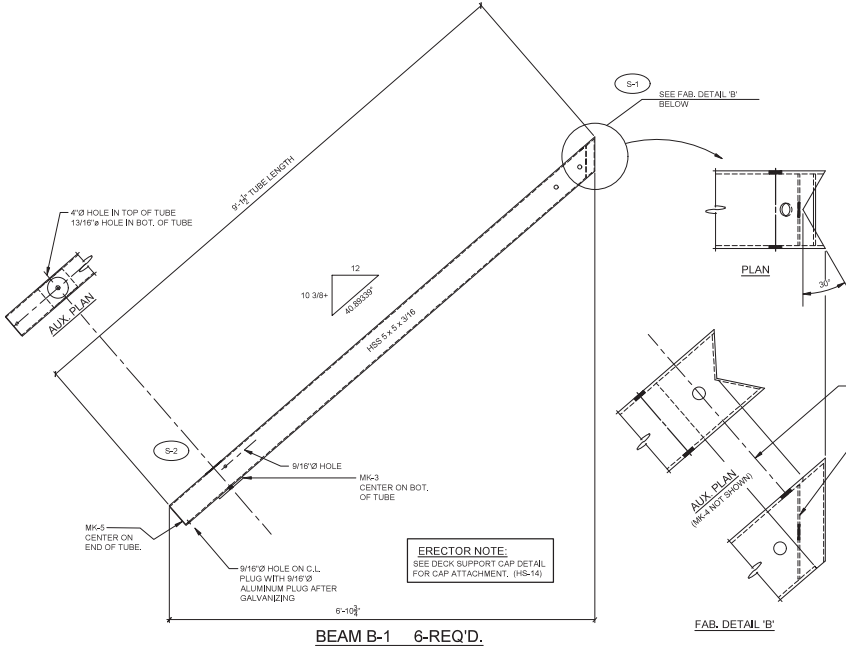
Answer 3: Yes, the park is located at 601 Hammock Ln and is open to the public from sunrise to sunset.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2022-01 Gazebo Replacement, for the City of Ormond Beach.

City of Ormond Beach, Florida

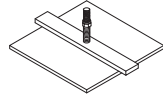


PROJ. NO.	20-179-A
DRAWN	JCS 10-16-20
CHK'D	DPP 10-16-20
REV 1	
REV 2	
REV 3	
REV 4	
SHOP DWN NO.	13650 R2
ECG JOB NO.	13650 R
SHEET NO.	



ERECTOR NOTES:

- BEFORE ATTACHING COVERPLATE ASSEMBLY, MAKE SURE THAT THE NUBS ON THE BACKER PLATE FACE THE COVER PLATE.
- LOCK NUT IS PRESET IN SHOP, BUT CAN BE RE-ADJUSTED IN FIELD TO PROVIDE THE NECESSARY TENSION IN SPRING TO OBTAIN ADEQUATE FRICTION BETWEEN PLATE & BEAM FOR ERECTION.
- PLACE COVERPLATE ASSEMBLIES ON TUBES CAREFULLY SO AS TO NOT SCRATCH THE PAINT ON TUBE.
- ERECTION OF COVERPLATE ASSEMBLY:
 - PUT ONE END OF BACKER PLATE THRU ACCESS HOLE AND BEHIND TUBE WALL.
 - SHIFT ASSEMBLY TO ONE SIDE ONLY ACCESS HOLE SO THAT THE OTHER END OF THE BACKER PLATE CAN SLIDE THRU THE ACCESS HOLE AND BEHIND TUBE WALL. SUGGEST HOLDING A THIN PIECE OF CARDBOARD OR SIMILAR MATERIAL AGAINST TUBE TO PROTECT FROM SCRATCHING WHILE SLIDING COVERPLATE BACK AND FORTH INTO POSITION.
 - POSITION ASSEMBLY SO THAT IT IS PARALLEL WITH TUBE AND NUBS ON BACKER PLATE SIT INSIDE THE ACCESS HOLE W/ BACKER PLATE ORIENTED AS NEAR VERTICAL AS POSSIBLE.
- CAULK ALL AROUND COVERPLATE WITH A BEAD OF CLEAR SILICONE CAULK AFTER COVERPLATE IS PROPERLY POSITIONED.



COVERPLATE ASSEMBLY
CPA-1 & CPA-13

ERECTOR TO FASTEN PEAK CAP @ SEAM W/ 2 LAP SCREWS, APPLY MASTIC TAPE OR CAULK FOR FULL LENGTH OF SEAM TO ACHIEVE WATER TIGHT SEAL.



PLAN



ELEV.

ROOF PEAK CAP HP12
1 REQ'D.

ERECTOR NOTE:
CAULK AND ATTACH TO ROOF PEAK WITH LAP SCREWS.



ELEV.

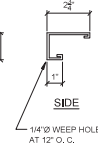
METAL DECK END CAP EC-1

6 REQ'D.

METAL DECK END CAP EC-2

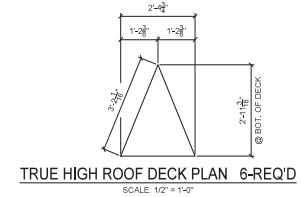
6 REQ'D.

FIELD NOTE:
INSTALLER TO CENTER EC-1 & EC-2 ON EAVE LINE TO INSURE EQUAL LAP WITH CORNER CAP AT EACH END.



SIDE

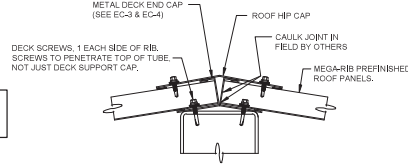
1/4" Ø WEEP HOLES AT 12" O.C.



TRUE HIGH ROOF DECK PLAN 6-REQ'D

SCALE: 1/2" = 1'-0"

SELF-DRILLING SCREW SPECIFICATIONS:
DECK SCREW = #10x3-1/4" IMF MAX 4.5, 5/16" HEX HEAD
LAP SCREW = 1/4-14x7/8 IMF MAX LAP, 5/16" HEX HEAD



DECK DETAIL @ HIP BEAM
SECTION LOOKING UP HIP BEAM

ERECTOR NOTE:
DECK SUPPORT CAP NOT SHOWN AT HIP DETAIL FOR CLARITY.

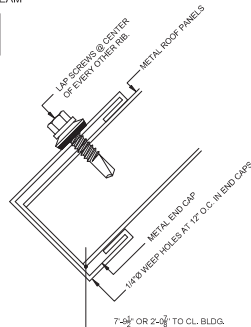


9" HIP CAP

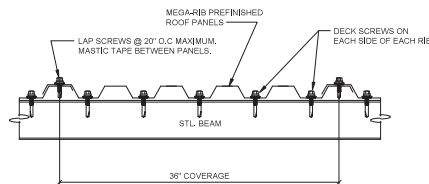
90 IN. FT. REQUIRED

INSTALLATION:
FASTEN RIDGE CAP TO EACH ROOFING PANEL AT EVERY RIB. (1) LAP SCREW EACH SIDE

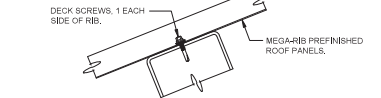
THE ACTUAL ROOF PITCH MAY VARY FROM THESE GENERAL DETAILS.



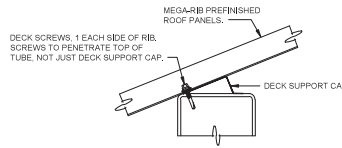
DECK EDGE DETAIL



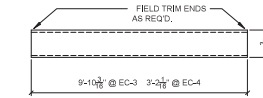
SECTION THRU ROOFING PANEL @ SUPPORTING MEMBER



DECK DETAIL @ EAVE BEAM



DECK DETAIL @ CUPOLA BEAM



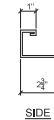
ELEV.

METAL DECK END CAP EC-3

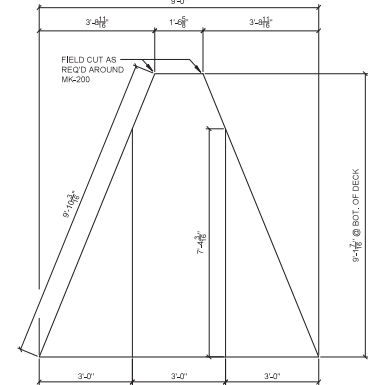
12 REQ'D.

METAL DECK END CAP EC-4

12 REQ'D.



SIDE

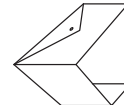


TRUE LOW ROOF DECK PLAN 6-REQ'D

SCALE: 1/2" = 1'-0"

HARDWARE PARTS LIST

QTY REQ'D	TYPE	HARDWARE DESCRIPTION	PART NO.	REMARKS
6	L	3/4" Ø x 2" BOLT	H325G 075 0200	
12	L	3/4" Ø x 7" BOLT	H325G 075 0700	
12	L	3/4" Ø HEX NUT	HN325G 075-10	
6	A	3/4" Ø HEX NUT	HN325G 075-10	
6	L	1/2" Ø x 6 1/2" BOLT	H325G 050 0650	
6	L	1/2" Ø HEX NUT	HN325G 050-13	
30	A	9/16" Ø ALUMINUM PLUG		
6	L	4 1/2" SQ. COVERPLATE ASSEMBLY	CPA-1	
12	L	RECTANGULAR COVERPLATE ASSEMBLY	CPA-13	
24	L	3/4" Ø x 24" (F1554 GR. 36) THREADED ROD	-	N.I.C., HDG
24	L	1/4" x 3" SQ. WASHER	-	N.I.C., HDG
96	L	3/4" Ø HEX NUT A563A (ANCHOR & LEVELING)	-	N.I.C., HDG



ATTACH CORNER CAPS (CC) OVER END CAPS (EC) AT BLDG. CORNERS W/ (2) LAP SCREWS.

AUX. VIEW

CORNER CAP CC-15
12 REQ'D.

METAL ROOFING NOTES:

CLEAR PROTECTIVE FILM MUST BE REMOVED FROM ALL METAL PRIOR TO INSTALLATION.

METAL ROOFING SHOULD BE STORED INDOORS OR WHEN STORED OUTSIDE IT SHOULD BE STORED UP ON BLOCKS WITH FINISHED FACE UP AND SLOPED TO DRAIN.

DURING INSTALLATION, ALL METAL SHAVINGS MUST BE REMOVED IMMEDIATELY TO AVOID RUSTING OF PANELS.

AS-GLX18-12

CENTRAL PARK
ORMOND BEACH, FL

RCP SHELTERS, INC.

PO BOX 25, STUART, FL 34994
2100 SE RAYS WAY, STUART, FL 34994
 ■ PAVILIONS ■ CONCESSIONS ■ KIOSKS ■ FABRIC SHADE
 ■ SHELTERS ■ BANDSHELLS ■ MIN-SHELTERS ■ DUGOUTS ■ FABRIC SAIL
 Phone 800-525-0207 Fax 772-289-0207
 www.rcpsshelters.com E-mail - info@rcpsshelters.com



PROJ. NO.

20-179-A

DRAWN: JCS 10-16-20

CHECKED: DFP 10-16-20

REV 1:

REV 2:

REV 3:

REV 4:

SHOP DRAWING NO. 13650 R3

REC. JOB NO. 13650 R

SHEET NO.

3 OF 3



BID OPENING TABULATION

Project: Gazebo Replacement

Bid Number: 2022-01

Date & Time: Novemeber 18, 2021 2:00pm

Contractor	Addendum 1	Addendum 2	Bid Bond	Total Base Bid
MGN CONTRACTING	x	x	x	\$63,870.00
A G PIFER CONSTRUCTION	x	x	x	\$59,293.00
PAUL CULVER CONSTRUCTION	x	x		\$102,000.00

11/01/21 2:00PM

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart

Purchasing Coordinator

Opened by: George Lavatelli

Construction Engineer



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: Specialty Concrete Tank Repairs - CROM Coating & Restorations (Sole Source)

Commission Goal: N/A

Introduction

This is a request for City Commission authorization for a sole source purchase from CROM, LLC, for necessary and specialized pre-stressed concrete storage tank repairs.

Background

The Shadow Crossings ground storage tank used for reclaimed water storage was constructed for the City by CROM, LLC in 2005. The tank has become severely stained over time and has developed visible cracking on the exterior painted surface. A contractor specializing in construction and repair of pre-stressed composite tank systems is recommended to maintain the reliability of the pre-stressed wire system which is the backbone of the entire tank structural system.

Discussion

For the purpose of preserving and extending the useful service life of the City's Shadow Crossings pre-stressed composite ground storage tank, a proposal for performance of necessary repairs by a contractor specializing in pre-stressed composite tanks and related systems was requested. CROM Proposal Rev. 12-15-21, in the amount of \$82,200 further describes and itemizes proposed repair activities for Shadow Crossings (Reclaimed - 0.90 MG).

The construction of pre-stressed composite tanks is a unique form of construction. The combination of materials and construction methods make the structures difficult to repair if not thoroughly knowledgeable in this technology. In order to properly address modifications, maintenance and repairs on pre-stressed tanks, the companies involved need to have considerable experience in how the tanks are designed and built. Current American Water Works Association (AWWA) Standards state that maintenance and

inspections performed on pre-stressed tanks should only be “performed under the direction of a professional engineer thoroughly familiar with wire and strand-wrapped pre-stressed composite tanks and their construction.” CROM is the sole company approved for any repairs and modifications performed on their pre-stressed composite tanks. CROM has more than 75 years of combined experience in the design, construction, modification and repair of pre-stressed composite tanks.

Staff distributed a Notice of Intent to Sole Source on November 9, 2021 through Demand Star requesting information from any other vendor who could provide the described specialized services. The notification closed after the appropriate advertisement period with no responses received.

Budget Impact

Funding for critical facility and system upgrades is included in Fund 409-Water and Wastewater Renewal and Replacement.

Citizen Impact

Specialized services are periodically necessary to be procured and performed by single source vendors, such as manufacturer trained technicians and specialty contractors, to provide expert and efficient critical equipment support for preserving and maintaining equipment reliability and regulatory standards.

Recommendation

Staff recommends approval for the sole source purchase from CROM, LLC to perform necessary maintenance and repair of the City’s Shadow Crossings pre-stressed composite reclaimed water storage tank.

Attachments:

- 22-05 Tank repair - CROM (P21-0198G) (PDF)
- CROM LLC Agreement (PDF)
- CROM Sole Source Letter (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/16/2021



Claire Whitley, Assistant City Manager 12/16/2021**APPROVED BY:**

Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-05

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM CROM, LLC TO PERFORM REPAIRS TO THE SHADOW CROSSINGS GROUND STORAGE TANK; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the ground reclaimed water storage tank in Shadow Crossings, (a prestressed composite tank constructed by CROM, LLC), has been in place since 2005 and has become stained, cracked and structurally compromised, and

WHEREAS, CROM, LLC, is the sole company qualified to perform repair services on their prestressed composite tanks; therefore, the procurement of this service is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the execution of a contract with CROM, LLC to perform repair services on the ground reclaimed water storage tank in Shadow Crossings in the amount of \$82,200.00 (a copy of said contract is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the parts has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source procurement of professional services from CROM, LLC for the repair of the ground reclaimed water storage tank in Shadow Crossings in the amount of \$82,200.00.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a contract with CROM, LLC for the above-described services and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



TRUSTED | EXPERIENCED | RELIABLE SINCE 1953

November 1, 2021

Revised Dec 15, 2021

PROPOSAL 20210619

**TANK RECOAT AND REPAIRS
750,000-GALLON GROUND STORAGE TANK
ORMOND BEACH, FLORIDA**

CROM, LLC ("CROM") proposes to provide labor and material for the repair/modification of the prestressed concrete tank(s) for **City of Ormond Beach, 501 N. Orchard Street, Ormond Beach, Florida 32174** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The "Client" or a duly authorized representative is responsible for providing CROM with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CROM with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CROM to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CROM will request from Client data reasonably required for submittal purposes for the repair/modification of the aforementioned storage tank including any available computations, detailed drawings, and specifications. If, in the opinion of CROM, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CROM will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CROM will be prepared to start work **30 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **12 days** working time thereafter. Inspection report to be provided following the completion of the proposed work.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CROM cannot start the job by **April 1, 2022** because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which CROM has no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CROM represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CROM has such coverage under public liability and property damage insured policies which meets the city's minimum requirements for insurance as provided in Exhibit "A" attached hereto. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions

20210619 – Tank Repairs
Ormond Beach, Florida

November 1, 2021
Page 2

of such insurance CROM agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CROM, its agents, staff and consultants employed by it. CROM shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

4. SERVICES TO BE FURNISHED BY CROM

CROM proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 5. The services to be furnished by CROM are specifically:

This scope of work is to be performed on the following tank:

- 0.75-MG Ground Storage Tank
65'-0" ID 30'-9" SWD
(CROM Job No. 2005-M-077)
- a. Mobilization.
- b. Pressure wash the exterior wall and dome concrete surfaces at a minimum 3500 psi, removing dirt, oil, grease, and other contaminants from the substrate.
- c. Repair deep cracks up to 100 LF with approved material. Apply one stripe coat of Tnemec Series 156 Enviro-Crete Elastomeric to bridge hairline cracks followed by two coats of Tnemec 1026 to exterior wall and dome concrete surfaces, per manufacturer recommendation.
- d. Abrasive blast, pressure wash and recoat exterior tank pipe with two coats of Tnemec N69 and one coat of Tnemec Series 1095.
- e. On-site visual inspection and evaluation of the exterior of the ground storage tank including:
 - (1) Foundation and Wall Exterior:
 - a) Wall foundation or footing, if exposed (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing)
 - b) Check for cracks
 - c) Check architectural finish coating (paint)
 - d) Manhole (cover, frame, bolts, and gasket)
 - e) Pipe sleeves, if present (frame and seal by modular, mechanical type, inter locking, synthetic rubber "link" units)
 - f) Ladder (risers, rungs, wall brackets, all connections including welds, fasteners, and safety rail)
 - g) Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, fasteners, cables, float, pulleys, and mechanism).
 - (2) Dome Exterior:
 - a) Check for cracks and hollows
 - b) Check architectural finish coating (paint)
 - c) Ventilator if present (screens, fasteners, and caulking)
 - d) Handrail, if present (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
 - e) Hatch, if present (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
 - f) Aerator, if present (screens, fiberglass, bolts)
 - g) Overflows, if present (precast concrete, screens, fasteners, and caulking)
 - h) Pipe penetrations, if present (frame and seal by modular, mechanical type, inter locking, synthetic rubber "link" units)
- f. Electronic comprehensive report signed and sealed by a Professional Engineer including a photographic record of the inspection.
- g. Recoat exterior pipe with three coats of Tnemec Series N140.
- h. Rescreen tank overflows.
- i. Rescreen tank center vent.

- j. Clean and prepare center vent and dome hatch for applying new gel coat.
- k. Repair LLI.

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CROM:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CROM to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CROM free access to the site. CROM will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CROM will take responsible precautions to avoid known subterranean structures.
- c. A continuous supply of potable water under minimum pressure for the use of the CROM crew within 100 feet of the tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CROM to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CROM crew to dispose of construction debris generated during the repairs/modifications.
- g. Drainage and disposal of the tank's contents.
- h. Refilling and bacteriological sampling, and testing of the tank's contents including a supply of water for filling the tank during disinfection.
- i. Complete lock-out and tag-out of the subject tank prior to personnel entering the tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CROM that the lock-out procedure is complete and the tank is rendered "safe" before CROM will perform air quality testing to enter the tank.
- j. All professional engineering design services.
- k. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CROM and the Client will have to re-evaluate the proposed scope of work and pricing.
- l. Removal of trees in order to move around the tank.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CROM's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed

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On the basis of the change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

7. DELAYS

It is agreed that CROM shall be permitted to prosecute work without interruption. If delayed at any time for a period of 24 hours or more by an act or omission of the Client, the Authority Having Jurisdiction (AHJ), any representative, agents or other contractors employed by Client, or by reason of any changes ordered in the work, CROM shall be reimbursed for actual additional expense caused by such delay, and loss of use of our equipment, and 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CROM SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CROM UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

8. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CROM may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CROM.

9. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CROM sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CROM has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

0.75-MG Ground Storage Tank

Tank Scope of Work	\$82,200.00
Total:	\$82,200.00

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CROM does not receive payment within 7 days after such payment is due, as defined herein, CROM may give notice, without prejudice to and in addition to any other legal remedies, and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CROM's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CROM is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

11. Venue and Enforcement of Costs

The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

12. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CROM perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CROM its standard rates for such work.

It is agreed that CROM shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CROM does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the

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November 1, 2021

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Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CROM's fault or negligence.

13. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CROM shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CROM may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CROM in completing such analyses, records and reports if necessary.

14. GUARANTEE

CROM will guarantee its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CROM personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CROM's workmanship or materials appear within the one-year period after completion and acceptance of CROM's work, CROM shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CROM's guarantee is limited to defects in CROM's workmanship and materials, excluding inspections, cleaning and disinfection services ("Services"). CROM shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CROM shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work or repairs by others.

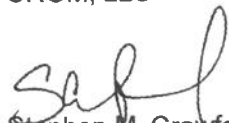
~~If a bond is required for the Scope of Work included in this contract, CROM will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.~~

15. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM, LLC



Stephen M. Crawford, PE
Business Development Manager



Christopher T. Mincey, PE
Regional Manager

/ry.tjs

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ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)

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- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



TRUSTED | EXPERIENCED | RELIABLE SINCE 1953

November 3, 2021

Via Email: George.Lavatelli@ormondbeach.org

George Lavatelli, P.E.
22 S. Beach Street
Ormond Beach, Florida 32174

RE: 0.75-MG Ground Storage Tank Repairs
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, Florida
CCR PR 20210619

To whom it may concern,

CROM Coatings and Restorations ("CCR") is offering ground storage tank inspection and repair services as an approved representative of CROM, LLC. CCR is a division of CROM, LLC which was formed to carry out the specific tasks to inspect, repair and modify prestressed composite tanks as well as other concrete structures.

The construction of prestressed composite tanks is a unique form of construction. The combination of materials and construction methods make the structures difficult to understand if not thoroughly knowledgeable in this technology. In order to properly address modifications, maintenance and repairs on prestressed tanks, the companies involved need to have considerable experience in how the tanks are designed and built. Current AWWA Standards state that maintenance and inspections performed on prestressed tanks should only be "performed under the direction of a professional engineer thoroughly familiar with wire- and strand-wrapped prestressed composite tanks and their construction." CROM, LLC approves CCR as the sole company for any repairs and modifications performed on all of their prestressed composite tanks. CCR has unparalleled experience in the design, construction, modification and repair of prestressed composite tanks. No other service company provides this background.

The warranty as stated by the tank manufacturer requires that they be notified before any work is performed. Any work performed is required to be done by an approved contractor. Any work performed by an unapproved contractor will void any written or implied warranties.

Thank you for giving us the opportunity to assist you. Please let us know if you have any further questions.

Sincerely,

CROM COATINGS AND RESTORATIONS

Robert G. Oyenarte, P.E.
President



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: Facility Hardening Project Bid Award

Commission Goal: N/A

Introduction

This is a request to award a bid for the construction of the Facility Hardening Project (Re-Bid), Bid No. 2021-28.

Background

Following Hurricane Irma in 2017, the City submitted a grant request to the Federal Emergency Management Agency (FEMA) through their Hazard Mitigation Grant Program (HMGP). The grant was awarded for the hardening of exterior windows and doors of five of the City's essential buildings.

The work includes the installation of impact resistant windows and doors on the five subject facilities. Those facilities include City Hall, Public Works, Fleet Operations, the Performing Arts Center, and the Police Department. The addition of insulated glass is work that would be performed above and beyond that of the FEMA Grant.

Discussion

Due to the rapidly increasing costs of building materials, the bid was structured to allow the City the greatest flexibility in awarding the contract. The base bid is for non-insulated glass at City Hall (Item 1), Items 3, 5, and 7 are for non-insulated glass at Public Works & Fleet, Performing Arts Center, and Police Department respectively. The additional bid items (Items 2, 4, 6, and 8) are for insulated glass at these facilities. Installation of insulated glass can reduce the energy cost to air-conditioned facilities with large windows.

The basis for the FEMA grant is replacing the glass at all of the buildings with non-insulated glass. On November 4, 2021 bids for the project were opened, and two (2) bids were received. The bid totals (Items 1, 3, 5, and 7) for all of the buildings with non-

insulated glass were a high of \$958,095 and a low of \$954,000.

The City facilities that could potentially benefit from the installation of insulated glass are City Hall and the Performing Arts facilities (Bid Items 2 & 6). Adding insulated glass to these facilities would add \$45,000 to the project cost and bring the low bid of the project to \$999,000. It is estimated that the annual cost savings would be \$5,000 per year.

The grant application was submitted with a project value of \$1,000,000 and the City's 25% match of \$250,000. The grant was awarded at \$836,204 with a City share of \$209,051 and a FEMA reimbursement of \$627,153. Without insulated glass, the City's cost would be \$326,847, requiring an additional appropriation from General Fund Reserves of \$76,847. With the alternates recommended (Bid Items 1, 2, 3, 5, 6, and 7), after grant reimbursement the City's cost would be \$371,847, requiring an additional appropriation from General Fund Reserves of \$121,847.

The low bidder is Paul Culver Construction. The bid tabulation has been included for reference. Paul Culver Construction is a large general contractor with many successful projects and is recommended by staff for this project.

Budget Impact

This project was initially included in the FY 2020-2021 budget of Fund 301-Capital Improvement Fund. Funding available includes a HMGP grant in the amount of \$627,153 and \$250,000 from the Capital Improvement Fund (total of \$877,153). It will be necessary to appropriate General Fund Reserves of \$121,847 (or \$76,847 if insulated glass is not chosen) to fund the balance of the project over the available budget. A budget amendment will be required.

Citizen Impact

The completion of this project will allow the City's essential personnel to focus on other storm related preparations prior to impending storms. The use of impact rated windows and doors will enable City staff to continue to operate out of city facilities during and after major emergency events, and better provide the resources necessary to the affected citizens. During removal and installation, staff will supervise, and contractors will ensure, that building access integrity is maintained throughout construction.

Recommendation

Staff recommends award of the bid for the Facility Hardening Project (Re-bid), Bid No. 2021-28, to Paul Culver Construction, Inc., at the contract amount of \$999,000, which includes insulated glass at City Hall (Bid Items 1 and 2), non-insulated glass at Public Works & Fleet (Bid Item 3), insulated glass at Performing Arts Center (Bid Items 5 and 6), and non-insulated glass at the Police Station (Bid Item 7).

Attachments:

- 22-06 Facility Hardening-Paul Culver Constr (P21-0192G) (PDF)
- Paul Culver Construction - Bid (PDF)
- BID 2021-28 Bid Tabulation (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/21/2021
Claire Whitley, Assistant City Manager 12/21/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/21/2021

RESOLUTION NO. 2022-06

A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE FACILITY HARDENING PROJECT, UNDER BID NO. 2021-28; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2021-28) regarding construction services for the facility hardening project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Paul Culver Construction, Inc. with a base bid of \$300,000.00, plus bid Item No. 2 (Alternate) at \$26,000.00, plus bid Item No. 3 (Alternate #1) at \$214,000.00, plus bid Item No. 5 (Alternate #2) at \$230,000.00, plus bid Item No. 6 (Alternate #2a) at \$19,000.00, plus bid Item No. 7 (Alternate #3) at \$210,000.00 for a total bid in the amount of \$999,000.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, a Hazard Mitigation Grant will provide grant funds in the amount of \$627,153.00, and

WHEREAS, the City Manager has certified that \$371,847.00 has been appropriated to the credit of the General Fund (301) for the Project and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Paul Culver Construction, Inc. to perform the Project at a total cost not to exceed \$999,000.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Paul Culver Construction, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Paul Culver Construction, Inc. the performance of the Project at the said price, and to pay the cost thereof using a Hazard Mitigation Grant and the General Fund.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Paul Culver Construction Inc. LICENSE NO. CGC059149

PROJECT IDENTIFICATION: **Facility Hardening (Re-Bid)**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2021-28

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>10-26-21</u>	<u>1</u>
<u>10-29-21</u>	<u>2</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s), where Items 2, 4, 6, and 8 are to be only the estimated price of the insulated glazing:

Bid Schedule				
Item No.	Description	Estimated Quantity	Unit	Total Estimated Price
1	Base Bid – City Hall	1	LS	\$ 300,000.00
2	Alternate: Add Insulated Glazing City Hall	1	LS	\$ 26,000.00
3	Alternate #1 – Public Works & Fleet Operations	1	LS	\$ 214,000.00
4	Alternate #1a – Add Insulated Glazing Public Works & Fleet	1	LS	\$ 27,000.00
5	Alternate #2 – Performing Arts Center	1	LS	\$ 230,000.00
6	Alternate #2a – Add Insulated Glazing Performing Arts Center	1	LS	\$ 19,000.00
7	Alternate #3 – Police Department	1	LS	\$ 210,000.00
8	Alternate #3a – Add Insulated Glazing Police Department	1	LS	\$ 23,000.00

TOTAL BASE BID \$ **300,000.00**
(Figures)

THREE HUNDRED THOUSAND DOLLARS AND NO/100'S

(Words)

TOTAL BID INCLUDING ALTERNATES \$ **1,049,000.00**
(Figures)

ONE MILLION FORTY-NINE THOUSAND DOLLARS AND NO/100'S

(Words)

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Federally Funded through FEMA's Hazard Mitigation Grant Program
- (g) Verification of Employment Status using E-Verify System

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 1301 Beville Road, Suite 6
 Street Address: 1301 Beville Road, Suite 6
 City, State, Zip Code: Daytona Beach, FL 32119
 Email: paul@paulculverconstruction.com
 Telephone No.: 386-763-4190 Fax No.: 386-322-0007

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on 11-04-, 20 21.

If BIDDER is:

~~An Individual~~

By _____
 (Individual's Name - Signature)

 (Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

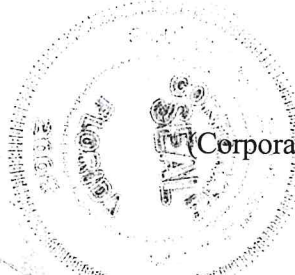
By Paul Culver Construction, Inc.
(Corporation Name)

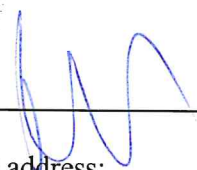
Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

Paul K. Culver
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

 (Corporate Seal)

Attest 

Business address: 1301 Beville Rd., Daytona Beach, FL 32119

Phone No.: 386-763-4190

Fax No.: 386-322-0007

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

~~IF BIDDER is:~~

~~A Joint Venture~~

~~By _____
(Name - Signature)~~

~~_____
(Name - Typed or Printed)~~

~~Address: _____

_____~~

~~Phone No.: _____~~

~~Fax No.: _____~~

~~By _____
(Name - Signature)~~

~~_____
(Name - Typed or Printed)~~

~~Address: _____

_____~~

~~Phone No.: _____~~

~~Fax No.: _____~~

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: 079200 / 084113 / 08800

Name: ALPHA OMEGA GLASS & MIRROR, LLC

Address: 150 CARSWELL AVE., DAYTONA BEACH, FL 32117

Phone Number: 386-239-9521

Fax Number: 386-238-6066

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>None</u>	L.F.	_____	_____
2. Sheet piling/Shoring	<u>None</u>	S.F.	_____	_____



 Name (signature) 11-04-2021
 Date

Paul K. Culver

 Name (typed or printed)

President

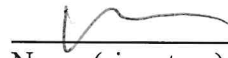
 Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

 **11-04-2021**
 Name (signature) Date

Paul K. Culver
 Name (typed or printed)

President
 Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Paul Culver Construction, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Paul K. Culver

NAME (PRINT OR TYPE)

TITLE

11-04-2021

DATE

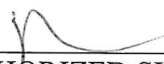
BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Paul Culver Construction, Inc.

COMPANY NAME


 AUTHORIZED SIGNATURE

Paul K. Culver

NAME (PRINT OR TYPE)

President

TITLE

11-04-2021

DATE

END OF BID

00300-13

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Paul Culver Construction, Inc.

1301 Beville Road #6, Daytona Beach, FL 32119
(hereinafter called *Principal*) and

Great Midwest Insurance Company, 800 Gessner, Suite 600, Houston, Texas 77024
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
Texas of with its principal offices in the County of
Houston and authorized to do business in the State of Florida, in the full and just
sum of -- FIVE PERCENT (5%) OF PROPOSED BID --
Dollars (\$ ---5%---) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and
assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond
Beach, Florida, a bid for work to be done on the **Facility Hardening (Re-Bid) (Bid No. 2021- 28)** in,
and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the
Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a
contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth
therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract
Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the
approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this
obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon
the failure of the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 5th day November, 2021.

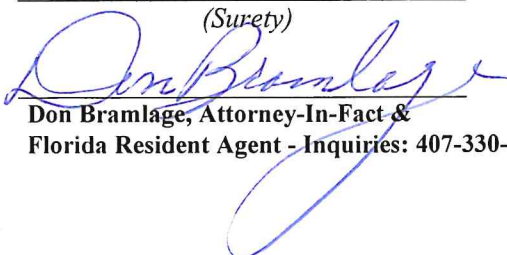
Paul Culver Construction, Inc.
(Principal)

By: 

ATTEST:

see attached power of attorney
(SEAL)

Great Midwest Insurance Company
(Surety)

By: 

Don Bramlage, Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990

**END OF SECTION
00410 - 1**

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



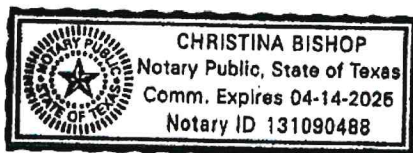
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of November, 2021.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



BID OPENING TABULATION

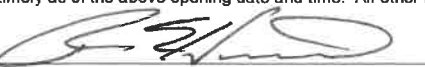
Project: Facility Hardening (re-bid)

Bid Number: 2021-28

Date & Time: Novemeber 4, 2021 2:00pm

Contractor	Addendum 1	Addendum 2	Bid Bond	Total Base BID Item 1	Alternate Item 2	Alternate #1 Item 3	Alternate #1a Item 4	Alternate #2 Item 5	Alternate #2a Item 6	Alternate #3 Item 7	Alternate #3a Item 8	Total Base Bid	Total Bid Including Alternates (Items 1, 3, 5, 7)	Total Items 2, 4, 6, and 8	Total Items 1- 8
MGN CONTRACTING INC	x	x	x	305,320.00	26,520.00	218,495.00	23,760.00	230,595.00	16,560.00	203,685.00	22,080.00	305,320.00	958,095.00	88,920.00	1,047,015.00
Paul Culver Construction	x	x	x	300,000.00	26,000.00	214,000.00	27,000.00	230,000.00	19,000.00	210,000.00	23,000.00	300,000.00	954,000.00	95,000.00	1,049,000.00
												0.00	0.00	0.00	0.00
												0.00	0.00	0.00	0.00
												0.00	0.00	0.00	0.00
												0.00	0.00	0.00	0.00
												0.00	0.00	0.00	0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are


Tabulated by: Robert Hart
Purchasing Coordinator


Opened by: Cole Buck
Civil Engineer



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: Auto Renewal of FEC Blanket License Agreement

Commission Goal: Transportation - Other

Introduction

This is a disposition item notifying the City Commission of the auto renewal of an agreement between Florida East Coast Railroad (FEC) and the City of Ormond Beach.

Background

The FEC owns right-of-way throughout the City on which it operates its tracks and facilities. The FEC provides the City with a Blanket License Agreement which includes each City utility crossing through its right-of-way/under the tracks and facilities. The original Blanket Agreement was executed in 1974, the current Agreement was executed in 2000, and has renewed each year since.

Discussion

The 2000 license agreement covered 23 crossings, and the City has since added 15 additional crossings. As the right-of-way is owned by the railroad, and the City's utility crossings are essential, the agreement must be renewed annually.

Budget Impact

After applying the agreement's annual CPI increase, the cost of the agreement renewal is \$41,687.02, which is included in the Fiscal Year 2021-2022 budget of Fund 401 Water and Wastewater Operating Fund.

Citizen Impact

Maintaining utility crossings through the railroad's right-of-way is in the best interest of the health, safety and welfare of the citizens of Ormond Beach.

Recommendation

Staff is planning to proceed with the auto renewal of the Blanket License Agreement with FEC, unless otherwise directed by the City Commission.

Attachments:

- FEC Blanket Agreement Utility Crossings License Fees 2021 (PDF)
- Res 2000-72 FEC Blanket License Agreement (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/3/2021


Claire Whitley, Assistant City Manager 12/16/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 12/20/2021

Florida East Coast
 R O W

CITY OF ORMOND BEACH
 P. O. BOX 277
 ORMOND BCH FL 321750277

INVOICE NUMBER: 45191538
 TENANT NUMBER: 751509
 INVOICE DATE: 12/01/2021
 DUE DATE: 12/15/2021
 LEASE NUMBER: 3494
 FILE NUMBER: 104-1-0

TOTAL BALANCE DUE: \$41,687.02

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		99-1	099+0225	100.00	VLS	SG	\$2,667.23
	8" FORCE MAIN IN A 14" STEEL CASING, BOTH INSTALLED BY JACK and BORE METHOD ON SOUTH s/o BROADWAY AVE., ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-1	099+0231	100.00	VLS	SG	\$2,667.23
	12" WATER MAIN IN AN 18" STEEL CASING INSTALLED BY JACK and BORE METHOD, SOUTH s/o BROADWAY AVE, ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-2478	099+2478	100.00	VLS	SG	\$2,825.18
	18" steel casing w/ 1-12" HDPE water main and 1-2" PVC conduit - empty							
PWAF	Pipe-Wire License Fee		99-33	100+1951	160.00	VLS	SG	\$885.64
	12" SG water main in 24" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		99-35	100+1951	165.00	VLS	SG	\$1,269.22
	4" SG sewer force main in 12" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1673	100.00	BRV	SG	\$2,032.84
	Modif. 18" SG Reclaimed Water Trans. Main in 24" hdpe casing n/o Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-29-1	101+1703	120.00	VLS	SG	\$635.27
	10" PVC sanitary sewer in 18" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-29-2	101+1713	120.00	VLS	SG	\$635.27
	12" potable water main in 20" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1735	100.00	BRV	SG	\$2,032.84
	Modif 18" SG Sanitary Sewer Force Main in 24" hdpe casing at Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-1-17	101+4998	105.00	VLS	SG	\$635.27
	8" DIP water main in 18" stl casing at Southern Bell facility.							
PWAF	Pipe-Wire License Fee		104-37	102+2500	100.00	VLS	SG	\$635.27
	18" reclaimed water pipe in 30" steel casing on n/s of Nova Rd.							
PWAF	Pipe-Wire License Fee		104-29-3	102+2508	120.00	VLS	SG	\$635.27
	10" PVC sanitary sewer in 18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-19	102+2518	100.00	VLS	SG	\$635.27
	12" DIP water main in 24" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-15	102+2532	100.00	VLS	SG	\$635.27
	8" water main in 18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-14	102+2537	100.00	VLS	SG	\$635.27
	6" forcemain in 16" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-11	103+2550	100.00	VLS	SG	\$635.27
	8" forcemain in 20" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	103+2560	100.00	VLS	SG	\$635.27
	30" rcp gravity sewer at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-16	103+2570	105.00	VLS	SG	\$635.27

REMIT PAYMENT TO:**Please Direct Any Inquiries to Customer Account:**

FEC ROW LLC
 LOCKBOX 744305
 ATLANTA GA 30374

FEC ROW LLC
 7150 PHILIPS HIGHWAY
 JACKSONVILLE FL 32256
 904 538-6263

Please Include Tenant and Invoice Number on Check

Florida East Coast

R O W

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

INVOICE NUMBER: 45191538
TENANT NUMBER: 751509
INVOICE DATE: 12/01/2021
DUE DATE: 12/15/2021
LEASE NUMBER: 3494
FILE NUMBER: 104-1-0

TOTAL BALANCE DUE: \$41,687.02

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
	20" dip sanitary sewer in 32" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-20	103+2587	105.00	VLS	SG	\$635.27
	18" dip gravity sewer in 36" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-25	103+2612	105.00	VLS	SG	\$933.31
	2" SG Telecom conduit for FOCables crossing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-23	103+2644	100.00	VLS	SG	\$635.27
	24" wastewater reuse main in 42" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0146	42.00	VLS	SG	\$635.27
	manhole 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-5	104+0166	100.00	VLS	SG	\$635.27
	1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0172	47.00	VLS	SG	\$635.27
	Junction Box 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-27	104+1034	100.00	VLS	SG	\$1,270.51
	2" SG Telecom conduit for FOCables crossing at W. Granada Blvd.							
PWAF	Pipe-Wire License Fee		104-1-13	104+1082	100.00	VLS	SG	\$635.27
	16" water main in 28" stl casing at GRANADA Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	104+1735	100.00	VLS	SG	\$635.27
	18" sanitary sewer in 30" stl casing at TOMOKA Ave.							
PWAF	Pipe-Wire License Fee		104-1-24	104+1751	100.00	VLS	SG	\$1,503.47
	8" SG Reclaimed Water Main and 2" Telecom Conduit inside 18" steel casing at Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-8	104+1761	100.00	VLS	SG	\$635.27
	2" ci pipe in conc culvert n/o Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-9	104+2526	100.00	VLS	SG	\$635.27
	12" water main in 24" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-18	104+2596	100.00	VLS	SG	\$635.27
	16" DIP water main in 28" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-28	104+4000	100.00	VLS	SG	\$1,905.79
	8" SG Water Main in 14" steel casing n/o Division Ave.							
PWAF	Pipe-Wire License Fee		104-1-4	104+4180	100.00	VLS	SG	\$635.27
	16" raw water main in 30" stl casing at DIVISION Ave.							
PWAF	Pipe-Wire License Fee		104-1-29	105+0219	100.00	VLS	SG	\$1,209.42
	2" SG Telecom conduit for FOCable crossing at Hand Ave. for City internal use only.							
PWAF	Pipe-Wire License Fee		104-1-12	105+0220	100.00	VLS	SG	\$635.27
	12" gravity sewer in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	105+0235	100.00	VLS	SG	\$635.27
	6" forcemain in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-28	105+0240	100.00	VLS	SG	\$2,032.84
	16" SG Water Main in 24" steel casing on s/s of Hand Ave.							

REMIT PAYMENT TO:
Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check



CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

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DUE DATE: 12/15/2021
LEASE NUMBER: 3494
FILE NUMBER: 104-1-0

TOTAL BALANCE DUE: \$41,687.02

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		105-1500	105+1500		VLS	SG	\$3,205.02
1-60" Steel Casing w/ 1-36" DIP Stormwater Force Main; 1-2" conduit w/ Fiber Optic Cable (between casing and force main)								

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

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FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check

RESOLUTION NO. 2000 – 72

A RESOLUTION AUTHORIZING THE EXECUTION OF A UTILITY BLANKET LICENSE AGREEMENT BETWEEN THE CITY OF ORMOND AND FLORIDA EAST COAST RAILWAY COMPANY ("FECR") REGARDING THE USE AND MAINTENANCE OF RAILROAD CROSSINGS AND PAYMENT THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Utility Blanket License Agreement between the City and FECR relative to the use and maintenance of railroad crossings, a copy of said Agreement being attached hereto.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of May, 2000.



CARL PERSIS

Mayor

ATTEST:



VERONICA PATTERSON

City Clerk

THIS BLANKET LICENSE AGREEMENT, made and entered into, in duplicate, this 17 day of December A.D., 1999 by and between **FLORIDA EAST COAST RAILWAY COMPANY**, hereinafter called "Railway" and the **CITY OF ORMOND BEACH**, a political subdivision of the State of Florida, (22 South Beach Street, Ormond Beach, Florida 32174), hereinafter called "Licensee",

WITNESSETH:

WHEREAS, the Licensee has heretofore constructed and now maintains overhead and subgrade appliances and fixtures crossing on and across the Railway's right of way and over and under the tracks and facilities of the Railway at points listed on the schedule marked "Schedule A" attached hereto, and

WHEREAS, the Licensee may desire in the future to construct and maintain additional crossings using certain pipes, poles, guys, anchors, suspension lines for the same, all of which are sometimes hereinafter called "appliances", "fixtures", or "facilities" on and across the right of way and over and under the tracks of the Railway from time to time at other points along the right of way of said Railway, and

WHEREAS, both parties hereto are desirous of entering into an agreement which shall cover the terms upon which such crossings have heretofore been and may hereafter be made,

NOW THEREFORE, the Railway, for valuable consideration and the covenants and agreements of said Licensee hereinafter set forth, does hereby give to Licensee the right and privilege to construct, install and maintain said appliances, fixtures, facilities or crossings on and across Railway's right of way and over and under the tracks and facilities of said Railway at the points listed on the schedule marked "Schedule A" attached hereto and by this reference made a part hereof, and at such other points along its line of railroad that may be hereafter requested in advance of any construction or installation by the Licensee and subject to the approval of the Railway, upon the following terms and conditions, to-wit:

1. Whenever the Licensee shall desire to construct, modify, or maintain said appliances, fixtures, facilities or crossings, it shall make written application to the Railway, as per attached form, in duplicate, together with twenty (20) prints of plan and profile drawing containing all pertinent details for proposed crossing work. Said application will be mailed to the Director, Industrial Development and Real Estate, Florida East Coast Railway Company, P.O. Drawer 1048, St. Augustine, Florida 32085-1048, along with check made payable to Florida East Coast Railway Company to cover applicable non refundable application fee.

2. Plan shall show all information for carrier pipe and casing pipe, if used, and angle of crossing, Railway survey station, or distance to nearest mile post, right of way lines, tracks and all other Railway facilities near point of crossing. Profile shall show pipe or wire line in relation to actual profile of ground and tracks; if subgrade pipe, proposed method of installation, and location of jacking pit, which shall not be closer than thirty (30) feet from the center of nearest track. Open-cut method of installation through Railway's roadbed will not be permitted.

3. It is further mutually understood and agreed by and between the parties hereto that said subgrade crossing installation shall be marked by the erection of a suitable monument located on each side of the Railway's right of way.

4. The Railway shall, in writing, notify the Licensee whether it has any objections to the proposed crossing work and if so, shall specify the same, in which event, no crossing work shall be commenced by the Licensee hereunder until it receives the written approval of the Railway. If the Railway finds no objections to said crossing work, it will so notify the Licensee and the Licensee shall be permitted and allowed to commence the crossing work proposed.

County: Volusia

Contract Type: 43

Department File Reference: 104-1-0

5. All crossing work shall be of the usual strength and fitness for the purpose intended and be done in good and workman-like manner by the Licensee at its sole cost and expense and in a manner satisfactory to the Railway. Within 30 days after completion of construction or installation, Licensee shall submit to Railway a complete and detailed set of "as-built" plan and profile drawings and further, shall certify in writing that fixture has been installed in substantial conformance to the plan attached to the application.

6. The Licensee shall construct and maintain all appliances or fixtures crossing over, under or across the Railway's tracks and right of way, in conformity with Railway's specifications, together with such other laws and regulations as may be applicable.

7. If any crossings hereunder consist of a pipe or conduit to extend under the tracks of the Railway, the same shall be located not less than 5.5 feet using Jack & Bore method and 10 feet using Directional Bore method below the bottom of ties in such tracks, and properly safe-guarded as may be necessary or as required by Railway. If it is a wire line to extend over the tracks of the Railway, the same shall be located not less than 43 feet above the rails with additional clearances at certain locations as prescribed by Railway. The poles carrying such wires shall be double-bracketed and of good and sufficient quality and size for purpose intended and located as hereinafter designated by the Railway. All poles must be securely planted and fastened so as to prevent the same from falling on the tracks or other property of the Railway or upon other wires on the right of way. No other facilities of the Licensee shall be located upon any of the Railway's property without its prior written permission.

8. In addition to the other terms of this agreement, any subgrade or above grade crossing of the Railway's right of way is subject to the terms of the "GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE CROSSINGS OF THE RAILWAY'S RIGHT OF WAY" issued by the office of Chief Engineer, Florida East Coast Railway Company, the terms and conditions of which are incorporated herein by reference.

9. The Licensee shall, obtain and maintain all necessary permits, licenses and franchises required by law. Whenever under this agreement, Licensee's appliances, fixtures or facilities are located near or adjacent to any communication or signal lines of the Railway or any licensed communication utility on the right of way of Railway, Licensee shall at all times prevent interference in any way with the construction, maintenance, or operation of such crossed or adjacent signal lines or communication lines, and in such event, Licensee shall adopt, use and maintain the best known and most effective methods to protect the aforesaid communication lines from physical hazard and inductive interference.

10. That Licensee shall and will cause due notice, and in no event less than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, to be given in writing to the Railway when Licensee or its contractor or anyone claiming under Licensee, proposes to enter upon or cross the tracks, roadbed or other property of the Railway with such crossings or for excavations therefor, in order that proper protection may be provided for trains. If Railway shall object to the notice as too short, or that the work has not therefore been authorized in writing by Railway, then no such work shall be commenced until approval is obtained in writing from Railway.

11. That said appliances, fixtures, facilities or crossings of the Licensee shall not at any time interfere with or endanger the track, roadbed, or other property of the Railway, or the operations, maintenance or improvements of the Railway, or of any other party thereon; and Licensee shall at its own expense, on notice from said Railway, forthwith change, improve or repair such appliance or fixtures as may be prescribed by said Railway.

12. Should the provisions contained herein cause any change or alterations in the location or arrangement of the wires, poles, appliances, fixtures or facilities of the Railway or the wires poles, appliances, fixtures or facilities of any licensed communication utility on the right of way of Railway, the cost of such alternations or re-arrangements shall be paid by the said Licensee.

13. Licensee agrees that if, by reason of any changes or additions made at any time by the Railway in its tracks, right of way, structures and appliances thereon, or property, it becomes necessary to change the location of all or any part of the said crossings of the Licensee therefor, such changes as are necessary shall be made by Licensee promptly at the request of the Railway and at sole cost and expense of Licensee.

14. To the extent permitted by law Licensee shall at all times indemnify, protect and save harmless Railway its parent, subsidiaries, and affiliates from and against all cost or expense, including attorneys fees, resulting from any and all losses, damages, detriments, suits, claims, demands, costs and sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said facilities in, on, about or from the premises of Railway whether such losses and damages be suffered or sustained by the Railway directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporation, including the Licensee, its employees and agents who may seek to hold Railway liable therefor, and WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE. However, Licensee shall not be required to indemnify Railway from any such cost or expense arising from the willful or intentional acts of Railway. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity of Licensee hereto, beyond the provisions of § 768.28, Florida Statutes, or any statutorily limited waiver that may have been adopted by the Florida Legislature. Nothing contained in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be based under the doctrine of sovereign immunity.

15. Licensee covenants to pay Railway all reasonable costs of supervision, labor and material incurred by Railway in supervising, protecting and restoring the property of the Railway by reason of operations of Licensee.

16. Commencing with the initial term of this Agreement, Licensee shall pay in advance unto Railway for each year or fraction thereof, of the life of said crossings or other facilities, the applicable sums as listed on Schedule "A" attached hereto and made a part hereof. The applicable license fees listed on Schedule "A" shall be increased each year on the anniversary date of the agreement, commencing on the anniversary date of the year 12/17/2002, if renewed annually, by the product of the annual fee in effect for the proceeding year multiplied by one hundred percent (100%) of the percentage increase in the Consumer Price Index (CPI). The base CPI will be the CPI for the month of the year preceding the effective anniversary date by ninety (90) days. The "CPI" shall mean the Consumer Price Index (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor. No adjustment will be made for decreases in the CPI.

17. In the event any other appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall hereinafter be found to exist as of the date hereof, although not shown on Schedule attached hereto, or to have been added during the life of this agreement, such appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall be part of this agreement by amendment thereto, given similar data as for the crossings or other facilities shown on the attached Schedule and all the terms of this agreement shall apply to such additional wire line facilities.

18. This agreement and Licensee's right hereunder shall not be assigned nor mortgaged by said Licensee without prior written consent of the Railway having been first obtained.

19. Licensee waives and relinquishes any legal rights and monetary claims which it might have against Florida East Coast Railway Company for full compensation, or damages of any sort, including but not limited to special damages; severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the licensed property specified in this Agreement whether such property is taken by eminent domain proceedings or sold under the threat thereof.

20. It is further mutually understood and agreed by and between the parties hereto that Licensee will not perform any work on Railway's property without having a railroad watchman present at all times work, hereunder is being performed, if one is deemed to be necessary by the Railway's Chief Engineer or other designated Company official; further, that Licensee covenants that it will include in any contract which it lets for the whole or any part of the said work to be performed hereunder by or for the Licensee, each and every of the following terms and conditions of the page attached hereto and made a part hereof entitled, "INDEMNITY OF FLORIDA EAST COAST RAILWAY COMPANY AND INSURANCE REQUIREMENTS".

21. In the event Licensee shall default in the performance of any of the covenants contained in this agreement to be kept and performed by Licensee, and such default shall continue for ten (10) days after written notice thereof shall have been given by the Railway to the Lessee, then at the option of the Railway, the license hereby granted may be declared forfeited as to the crossing or crossings or other facilities where such default occurred and thereupon all rights of the Licensee shall cease, as to such crossing or crossings or other facilities and Licensee will, at its own expense, remove said wire or pipe lines from the property of the Railway at such crossing or crossings, or other facilities. In the event of failure of Licensee to do so, the Licensee will promptly reimburse the Railway for its cost of doing the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed in duplicate the day and year first herein written.

Signed, sealed and delivered
in the presence of:

Theresa W. Rayno

Bruce Baker
Witnesses as to Railway

FLORIDA EAST COAST RAILWAY
COMPANY, a Florida corporation,

By: B. M. M. M.
Executive Vice President

Attest: M. C. Muller (seal)
Assistant Secretary

Date of Execution: 5/9/00

CITY OF ORMOND BEACH,
a political subdivision of the State of Florida.

By: Carl Persis
Carl Persis

Mavor

Official Title

Attest:

Eugene Miller
Deputy/Clerk Eugene Miller
City Manager

Date of Execution: 5/4/00

Leronici Pateon
Cathia Lary Kuehary
Witnesses as to Licensee

City of Ormond Beach

C0061 Mr. Eugene Miller
P.O. Box 277
Ormond Beach

City Manager
22 S Beach St
FL 32174 -0277

Schedule "A" - Blanket Utility License

104-1-0

Report Date

17-Nov-99

Blanket Anniversary Date 12/17/74

Beginning on Anniversary date in year indicated

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-29-1	2/22/85 10" PVC sanitary sewer in 18" stl casing at Airport Rd.	101 +	1703	120 W2	Volusia SG	150.00	240.00	330.00	
104-29-2	2/22/85 12" potable water main in 20" stl casing at Airport Rd.	101 +	1713	120 W2	Volusia SG	150.00	240.00	330.00	
104-1-17	7/10/80 8" DIP water main in 18" stl casing at Southern Bell facility	101 +	4998	105 W2	Volusia SG	131.25	210.00	288.75	
104-29-3	2/7/83 10" PVC sanitary sewer in 18" stl casing at Nova Rd.	102 +	2508	120 W2	Volusia SG	150.00	240.00	330.00	
104-1-19	2/7/83 12" DIP water main in 24" stl casing at Nova Rd.	102 +	2518	100 W2	Volusia SG	125.00	200.00	275.00	
104-1-15	2/7/75 8" water main in 18" stl casing at Nova Rd.	102 +	2532	100 W2	Volusia SG	125.00	200.00	275.00	
104-1-14	2/7/75 6" forcemain in 16" stl casing at Nova Rd.	102 +	2537	100 W2	Volusia SG	125.00	200.00	275.00	
104-1-11	9/16/69 8" forcemain in 20" stl casing at Wilmette Ave	103 +	2550	100 W2	Volusia SG	125.00	200.00	275.00	

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-1-6	8/21/62 30" rcp gravity sewer at Wilmette Ave	103 +	2560	100 W3	Volusia SG	150.00	225.00	300.00	
104-1-16	5/18/79 20" dip sanitary sewer in 32" stl casing at Wilmette Ave	103 +	2570	105 W3	Volusia SG	157.50	236.25	315.00	
104-1-20	5/25/89 18" dip gravity sewer in 36" stl casing at Wilmette Ave	103 +	2587	105 W3	Volusia SG	157.50	236.25	315.00	
104-1-23	10/6/94 24" wastewater reuse main in 42" stl casing at Wilmette Ave	103 +	2644	100 W4	Volusia SG	175.00	250.00	325.00	
104-1-2	2/18/64 manhole, 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.	104 +	146	42 W2	Volusia SG	52.50	84.00	115.50	
104-1-5	8/28/52 1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.	104 +	166	100 W1	Volusia SG	100.00	175.00	250.00	
104-1-2	2/18/64 Junction Box, 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.	104 +	172	47 W3	Volusia SG	70.50	105.75	141.00	
104-1-13	3/20/73 16" water main in 28" stl casing at GRANADA Ave.	104 +	1082	100 W3	Volusia SG	150.00	225.00	300.00	
104-1-6	8/21/62 18" sanitary sewer in 30" stl casing at TOMOKA Ave.	104 +	1735	100 W3	Volusia SG	150.00	225.00	300.00	
104-1-8	1/17/1928 2" ci pipe in conc culvert n/o Tomoka Ave.	104 +	1761	100 W1	Volusia SG	100.00	175.00	250.00	

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-1-9	11/5/57 12" water main in 24" stl casing at water treatment plant.	104 +	2526	100	W2 Volusia SG	125.00	200.00	275.00	
104-1-18	10/4/76 16" DIP water main in 28" stl casing at water treatment plant	104 +	2596	100	W3 Volusia SG	150.00	225.00	300.00	
104-1-4	10/1/90 16" raw water main in 30" stl casing at DIVISION Ave.	104 +	4180	100	W3 Volusia SG	150.00	225.00	300.00	
104-1-12	7/21/70 12" gravity sewer in 24" stl casing at HAND Ave.	105 +	220	100	W2 Volusia SG	125.00	200.00	275.00	
104-1-6	8/21/62 6" forcemain in 24" stl casing at HAND Ave.	105 +	235	100	W2 Volusia SG	125.00	200.00	275.00	
*To be Increased Based on CPI		Number of Records		23		\$3,019.25	\$4,717.25	\$6,415.25	

FLORIDA EAST COAST RAILWAY COMPANY

OFFICE OF CHIEF ENGINEER

* * * *

GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE UTILITY CROSSINGS OF RAILWAY'S RIGHT OF WAY

I. GENERAL PROVISIONS

- A. A plan and profile drawing containing all pertinent details for the proposed crossing shall be submitted to the Office of the Chief Engineer for approval preliminary to preparation of an agreement if approved.
- B. The plan will show all information for the proposed crossing installation with reference to the nearest Railway survey station or distance to nearest mile post, Railway right of way, tracks, or any other Railway facilities or structures in the vicinity.
- C. Request for installation shall be accompanied with a letter signed by the owner, company official, or government agent.
- D. The lessee will be responsible for any and all costs of repairs or maintenance of the Railway's property and structures disturbed or damaged due to the installation or construction after effects.
- E. The lessee of an installation approved by agreement will be required to provide proof of protective insurance for and during construction.
- F. As-built drawing of the installation shall be submitted with the completion report, which will include exact location referenced to nearest railway milepost north of installation, exact profile showing subgrade elevations and cross-sections.

II. SUBGRADE PIPELINE AND CABLES

- A. All subgrade carrier pipelines and wirelines shall be installed within a casing pipe, except for gas pipelines which shall be installed as specified in A.3. Subgrade wirelines may be installed directly in bored or jacked casings.
 - 1. All casing pipes will extend from right of way line to right of way line.
 - 2. The Railway will not permit casing installation by open-cut method through the roadbed.
 - 3. Gas pipelines shall conform to, and be covered by Section 5.2, AREA Manual for Railway Engineering.
- B. Application will be accompanied with plans showing profile in relation to actual ground, track, and other facilities at the project site.
 - 1. The method of installation will be detailed including the location of jacking pit as measured from centerline of near track.
 - 2. The casing pipe must be installed at least 5.5 feet below bottom of crosstie.
 - 3. Jacking pit location must be at least 30.00 feet from centerline of near track for pit down to 20 feet below grade. The pit will be protected with adequate sheeting, bulkheads, and sidewalls to protect the Railway's roadbed. Barricades and lights will be set around the pit for protection.

C. Casing Pipe Specifications are as follows:

1. Metal casing pipe shall have a minimum diameter of 2.0 inches and size 2.0 through 8.0 inch diameters, must be galvanized and meet standard weight ASTM Specifications A53, Grade B. Thread coupling is allowed.
2. Casing pipe 6.0 and 8.0 inch diameters may be used complying with C-3.
3. Casing pipe shall be in accordance with current ASTM Specification A139 and be protected by a black bituminous coating for protection against corrosion. Wall thickness shall be as follows:

<u>DIAMETER (inches)</u>	<u>THICKNESS (inches)</u>
6 - 16	1/4
18-20	5/16
22-24	3/8
26-28	7/16
30-34	2
36-38	9/16
40-48	5/8
52-56	11/16
60-66	3/4
72-78	13/16
84-90	7/8
96-102	15/16
108-114	1
120	1-1/8

4. All casing pipe joints will be welded in accordance with AISC Specifications, Section 1-7-2. All joint welds will be full penetration.
5. At no time will construction interfere with the normal and safe operation of the Railway. No construction, manpower, or equipment will enter the right of way beyond safety clearance limits of 20.0 feet from the centerline of near track.
6. All casing pipe installations where the diameter is greater than 48 inches will require a preconstruction conference at the project site.
7. Preconstruction arrangements will be made with the office Chief Engineer at least one week prior to construction. A Railway inspector must be present during the entire construction of the casing pipe. The inspector will have complete authority over the project on the Railway's right of way.
8. All costs to provide inspection will be borne by the lessee.

D. Tunnel liner requirements are as follows:

1. All applicable preceding sections will govern tunnel liner usage proposals.
2. Tunnel liner plate will be 12 Ga., galvanized, and all bolts and nuts will be galvanized.
3. Live load will be based on E-80 Railway Loading using applicable formulae and computations performed by a registered professional engineer. The computation results will accompany the plans for review by the Office of the Chief Engineer.
4. Grout holes will be provided at 10 foot intervals along the roof and sides.
5. The tunnel liner jacking shield will protect 180 degrees of the upper section and material removed to allow for a minimum 1:1 slope with a minimum 2.0 feet of undisturbed soil supporting the overburden.
6. The tunnel liner installation will progress with sufficient manpower and supervision for around the clock construction until the liner is completed.

E. Carrier pipeline specifications are as follows:

1. Reinforced Concrete Pipe

- a. Materials: Modified bell and spigot or tongue and groove in accordance with current ASTM Specification C76 Class IV for Railway strength pipe or current specification for prestressed concrete pipe.
- b. Joints: Rubber and steel joint for prestressed pipe in accordance with current Lock Joint Pipe Company Specification on SP5, or equivalent. Joints for bell and spigot and tongue and groove pipe to be in accordance with current standard practice. Joints may be made using confined continuous rubber gasket.

2. Cast Iron Pipe

- a. Materials: Pipe must conform to current ASTM Specification A142 for "Standard Pipe."
- b. Joints: Bell and spigot, caulked with lead and oakum, or an approved mechanical type.

3. Polyethylene Pipe

- a. Materials: Pipe must conform to current ASTM Specifications D2104, Schedule 40, for standard pipe.

4. Steel Pipe

- a. Materials: Pipe must conform to current ASTM Specification A120, Schedule 40.
- b. Joints: All joints must be welded or of an approved mechanical type.

F. Carrier pipe with an internal pressure less than 30 psi shall have the ends of the casing pipe sealed after installation.

G. Carrier pipe with an internal pressure of 30 psi or more shall have the casing pipe open at the ends if local conditions permit water from leaks to discharge into drainage ditch or manhole. If this is not practicable, the casing pipe shall be sealed at both ends and 4 inch relief vent provided at either end off the Railway's right of way, which shall discharge into drainage ditch or sewer. Casing pipe shall have a minimum inside diameter of 6.0 inches greater than the maximum outside diameter of the carrier pipe, including bell ends or flanges.

H. Uncased high pressure gas pipe line crossings will be permitted provided they comply with the requirements of Chapter One, Part 5.2, *Specifications for Uncased Gas Pipe Line within the Railway Right of Way*, as is contained in the *Manual for Railway Engineers* (1993), issued by the American Railway Engineers Association. In the event of conflict the provisions of the *General Specifications for Subgrade and Above Grade Crossings of Railway's Right of Way* shall govern.

I. FOR DIRECTIONAL BORE INSTALLATIONS:

- 1. 10 foot minimum cover from bottom of the crosstie (beneath track structures) to top of bored pipe.
- 2. 4 foot minimum cover from ground level to top of bored pipe when outside of track structures.

III. ABOVE GRADE STRUCTURES

- A. All applicable preceding sections will govern the installation.
- B. Minimum clearance of 23 feet 6 inches over top of rail of highest track shall govern the proposed structure.
- C. Predesign conference with the Chief Engineer will set forth horizontal clearance of subgrade, grade and above grade construction and structural limits.

IV. ABOVE GRADE WIRELINES

- A. All power lines and cables will provide a minimum clearance above top of rail of highest track of 43.0 feet for up to 50 kV. An additional 0.4 inch of clearance must be provided for each kV in excess of 50 kV.
- B. All power lines and cables lying within a highway grade crossing will provide a minimum clearance above top of rail of highest track of 50.0 feet for up to 50 kV. An additional 0.4 inch of clearance must be provided for each kV in excess of 50 kV.
- C. All cable will provide a minimum clearance above top of rail of the highest track of 43.0 feet.
- D. Any wireline or cable at a grade crossing protected with crossing gates must clear the tip of the gate by a minimum of 6.0 feet when the gate is in the raised position.
- E. Should the Railway add crossing gates to grade crossing protection, wirelines or cables shall be raised immediately on notice and at the sole cost and expense of the lessee.
- F. All applicable preceding sections will govern the installations.

V. MISCELLANEOUS

- A. Cathodic protection of pipelines, cables, or casings.
 - 1. When cathodic protection is provided, it shall be installed so as not to induce currents which will interfere with the signal apparatus of the Railway. Any changes required in the manner, method, or location of such cathodic protection shall be made at the sole cost and expense of the lessee and to the satisfaction of the Chief Engineer of the Railway or his duly authorized representative.
- B. Proposed structures must maintain a minimum 10 feet of horizontal clearance to the base of the signal/crossing gates.

Last revised 12/20/99

INDEMNITY OF FLORIDA EAST COAST RAILWAY COMPANY AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway Company from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$2,000,000.00 each occurrence for bodily injury or death and \$2,000,000.00 property damage each occurrence, covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: RFP for Ormond Beach Police Department Access Control

Commission Goal: Public Safety - Other

Introduction

This disposition item provides public notice of the City's intent to issue a Request for Proposals (RFP) for the Ormond Beach Police Department Access Control, RFP No. 2022-09.

Background

The City has an access system to control and monitor entry into the main building and various specially secured areas such as the armory, evidence, holding cells. Currently there are three (3) different access systems in the Police Department, all of which are outdated and have met their life expectancy.

- The perimeter access system is original to the police station.
- Access controls with biometric features were added to the jail facility along with a separate system for the Sally Port in 2009, when dispatch services were contracted with Volusia County. These systems have reached the end of their service life and are beginning to fail.
- Vendor service and support is no longer available due to the variety and age of the systems. Software updates are no longer provided on the current platform, Windows XP.
- The existing Closed-Circuit Television (CCTV) is original to the police station. The video quality is poor and grainy by today's standards. The system has no room for expansion. An additional CCTV system is being used to monitor internal areas. Finding compatible replacement cameras is becoming increasingly difficult.

Access systems *should* provide for three main elements:

- Identification: For access control to be effective, it must provide some way to identify an individual

- Authentication: Identification requires verification and confirmation of who that individual is
- Authorization: This is a set of actions allowed to a particular identity and makes up the primary process of authorization.

This project proposes to replace the existing systems with a unified access control and CCTV system. It includes the rear lot gates, Sally Port area, and holding cells. The proposal will include all required programming of existing users into the system, installation, service labor hours and programming, and design and testing labor hours. Existing wiring and door readers are to be utilized where feasible. The new control system will maintain compliance with upcoming Florida Department of Law Enforcement (FDLE) and Homeland Security requirements. An additive alternate to this proposal will include the addition of access control at City Hall in the form of RFID door locks.

Discussion

This RFP will focus on an integrated system that is fully expandable. The proposal calls for the replacement or installation of over 60 doors at the police station, as well as the addition of several dozen cameras. The improved technology will dramatically enhance the security at the station and have the potential for expanding that security to other City facilities.

Budget Impact

Funding in the amount of \$268,000 was included in the Fiscal Year 2021-2022 budget of Fund 317-Facilities Renewal & Replacement Fund. The engineers estimate for this project is \$211,200.

Citizen Impact

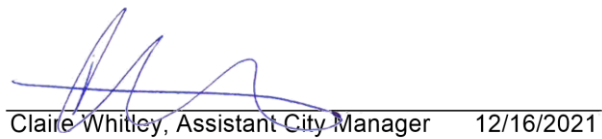
A reliable and consistently operating access control system for a police department is critical to operations and security. This new system will ensure that only authorized persons can access secure areas of the facility.

Recommendation

The City intends to publicly advertise this project for Request for Proposals, unless otherwise directed by the City Commission.

Attachments:

- RFP 2022-09 PD Access Control Manual (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/13/2021
Claire Whitley, Assistant City Manager 12/16/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/20/2021



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach Police Department Access Control

RFP NUMBER: 2022-09

RFP OPENING DATE & TIME: February 8, 2022 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: January 27, 2022 at 10:00am

SITE VISIT: January 27, 2022 FOLLOWING PRE-PROPOSAL MEETING

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust 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 Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is requesting proposals and intends to select a qualified firm or individuals interested in performing a demolition and removal of the existing access control system, and installation of a new expanded access control to including camera systems. Also included with this proposal shall be a (1) one year service contract with options for renewal.

Background

The City is seeking services to remove the four (4) existing independent access and four control systems and an existing analog CCTV surveillance system. The scope of work is to upgrade all four (4) access control systems with one new consolidated global system. The analog CCTV system shall be upgraded with a new IP based system that is fully integrated with the new global access control system. The four (4) access control systems are as follows:

1. System #1 is an access control system controlling selected exterior perimeter doors. This system utilizes proximity card readers and electric locks and or strikes. The existing doors served under the current access control system and new additional doors added to the system will be controlled via the new global access control system.
2. System #2 is an access control system controlling two mantraps serving entry/exit to the cell holding area. This system utilizes proximity card readers, biometric readers and electric locks. The existing mantrap door served under the current access control system will be controlled via the new global access control system
3. System #3 is a door control system controlling four holding cell doors. The Door control functions for the cell doors are being kept the same. The door control functions will be via the new global access control system.
4. System #4 is a sally port system integrating with one of the mantrap systems. This system utilizes proximity card readers and motor control of the coil overhead doors. This sally port system will be integrated with the mantrap system via the new global access control system.

The new upgraded IP CCTV surveillance system should be provided with a video management software that fully integrates with the new global access control system. The new global access control system and the IP video system should be capable to be expanded to multiple buildings and sites within the city management. Communications to all remove future system sites will be via City owned fiber optic network.

The proposal should address as many of the following as possible:

SERVICE	Single Pane US Based service Local support CJIS Certified technicians Owner occupancy during installation Installation duration
SYSTEM	Expandable “Single Pane of Glass” Updates pushed automatically Cloud/remote access 24/7 continuous monitoring Number of sites/cameras/locks on system FIPS 201-2 HSPD-12

SECURITY- Mantrap/cell holding 2FA
 Tamper proofing
 Door Held open alarm
 Lock Down Mode

Hardware Camera frame rates, resolution, fixed vs PTZ
 Door lock switching, and storage locations (local vs remote)

COST Annual license Cost
 Additional sites

ESTIMATED QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT
1	Hardwired Doors	61	EA
2	Camera	35	EA
3	Vehicle Gate	2	EA
4	Mantrap	2	EA
5	Sally port Gate	2	EA

ADDITIVE ALTERNATE (CITY HALL)

ITEM	DESCRIPTION	QTY	UNIT
1	Hardwired Doors	31	EA
2	Camera	3	EA

SCHEDULE OF PROPOSAL

January 9, 2022	Legal Advertisement
January 27, 2022 10:00 AM	Non-mandatory pre-submittal meeting City Hall Training Room, 22 South Beach Street Site visit to follow meeting.
February 1, 2022 5:00 PM	Last day for questions
February 8, 2022 2:00 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in a single sealed envelope. Submit proposals to the Support Services Administration Desk, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
February 9, 2022 – February 15, 2022	Proposal Review and Rankings
March 15, 2022	City Commission Approval of contracts

TERM OF AGREEMENT

The contract will be for the duration of this project.

GENERAL INSTRUCTIONS

- Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until the noted last day for questions. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

The last day to submit questions is February 1, 2022 at 5:00pm.

- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- Proposal Delivery: Proposals shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

- Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.
- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

V. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of a representatives from Police, and Information Technology. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

SELECTION OF FIRM

Professional Qualifications: Any firm or individual experienced and authorized to do business in the State of Florida is invited to submit a qualifications packet. The firm must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations, and rules. The firm must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

Insurance Requirements: The firm shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The firm

shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

Information to be Submitted:

One (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive:

TAB 1 – General – 10 Points

1. Letter of interest.
2. Request for Qualification form, completed.
3. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
4. Copy of firm's certificate of insurance.
5. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
6. Completed Drug-Free Workplace Certification.
7. Verification of Employment Status Using E-Verify System

TAB 2– Proposed System & Hardware – 40 Points

The firm's proposed system and hardware will be evaluated against the list above (pages 7 & 8) as well as against other proposed submittals

TAB 3 – Service & Support – 20 Points

The firm's proposed service and support will be evaluated against the list above (pages 7 & 8) as well as against other proposed submittals.

TAB 4 –Cost – 20 Points

The firm should include a proposed unit price cost for the project as outlined in the plans and RFP.

TAB 5–Service Location – 10 Points

Provide a map illustrating the project location and relative location of offices from which the project will be serviced. Weight will be given to the availability of local resources in close proximity to the project site. The scoring will be as follows based on shortest driving distance:

Item Max. Score

With office greater than 50 miles from project site	4 points out of a possible 10 points for this evaluative component.
With office between 50 miles and 25 miles from project site	6 points out of a possible 10 points for this evaluative component.

With local office less than or equal to 25 miles	10 points out of a possible 10 points for this evaluative component.
--	--

Evaluation Criteria: The most important evaluation emphasis will be placed upon the proposed system, hardware, service and support. Evaluation will also be based upon the cost of the system. The location of the firm's service office where the service work will occur from will also be an important factor.

A designated selection committee will review and evaluate responses to this RFP for each firm and will rank the submittals based on the Evaluation Form attached as Exhibit 1. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. The City intends to select one (1) firm or team for this contract. A final contract will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

VI. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Exhibit A: Risk Management and Insurance Requirements

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract,

cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all

applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

EVALUATION FORM
Ormond Beach Police Department Access Control
RFQ 2022-09

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (10 pts Max)

Proposed System & Hardware (40 pts Max)

Service & Support (20 pts Max)

Cost (20 pts Max):

Service Location (10 pts Max):

TOTAL POINTS:

Rank



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: January 4, 2022

Subject: Invitation to Bid - 2022 Storm and Sewer Lining

Commission Goal: N/A

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the 2022 Storm and Sewer Lining Project, Bid No. 2022-03.

Background

This is a combination of two regularly scheduled Capital Improvement Projects (CIP). The first project is the Storm Drain Pipe Lining, and the second project is the Sanitary Sewer Inflow and Infiltration lining, which rehabilitates Sanitary Sewer Pipes and Sanitary Sewer Manholes. Without routine rehabilitation and repair, these systems can cause undermining and result in the failure of roadway pavement or other infrastructure, and may create unsafe surface voids.

The Storm Drain Pipe Lining project is a scheduled CIP for repairing storm drain pipes located in various areas throughout the City. The City has been successfully rehabilitating pipe systems with cured-in-place pipe lining. The cured-in-place pipe lining creates a form-fitted, corrosion resistant replacement pipe inside the existing deteriorated pipe, which improves flow characteristics. The cured-in-place liner has the advantage of being seamless, having no pipe joints, thus eliminating the possibility of undermining due to leaking joints or root intrusion, which occurs with the older corrugated storm pipe that was installed. Since the liner is installed between existing manhole structures or catch basins, and formed inside the existing pipe, no excavation or site restoration is required with the pipe lining process.

The Sanitary Sewer Inflow and Infiltration project is a scheduled CIP for repairing aging sewer pipes located in various areas throughout the City. Failing sewer pipes can cause undermining and result in the failure of roadway pavement or other infrastructure, and may create unsafe surface voids. The City has been successfully rehabilitating these pipe systems with cured-in-place pipe lining. The cured-in-place pipe lining creates a

form-fitted, corrosion resistant replacement pipe inside the existing deteriorated pipe, which improves flow characteristics. The cured-in-place liner has the advantage of being seamless, having no pipe joints, thus eliminating the possibility of undermining due to leaking joints or root intrusion, which occurs with the older metal or clay sewer pipes that were installed. Since the liner is installed between existing manhole structures, and formed inside the existing pipe, no excavation or site restoration is required with the pipe lining process.

Included in this project is the rehabilitation of 21 manhole structures that are generally in good condition, but have hairline cracks that are allowing water and sand to enter the collection system. As with sewer piping, the corrosive gasses found within a sewer can also cause long term degradation of sanitary sewer manholes. This degradation can lead to increased infiltration of groundwater at the manhole which causes longer run times at pump stations, placing more wear on the pumps and more power consumption, and also creates a greater volume of water coming in at the Wastewater Treatment Plant, increasing processing cost. A second issue that can occur is the further infiltration of sand into the manhole, undermining the roadway surrounding the manhole. The erosion from the road bed is one of the causes of asphalt sinking around manhole lids. Past manhole rehabilitation has used the injection of a chemical grout through the manhole structure into the soil behind the manhole. The chemical grout will react with the water sealing the cracks from the outside.

Discussion

The project includes the rehabilitation of approximately 5,000 linear feet of storm drain pipe of various sizes, 3,619 linear feet of sanitary sewer pipe of various sizes, and repair of 21 manholes of varying depth. Staff has prepared the bidding documents and specifications for the proposed work. The sanitary sewer segments identified are within the roadway of Granada Blvd or under Highway US-1. Location maps of the proposed work have been attached as an exhibit to this memo.

Budget Impact

Funding in the amount of \$500,000 for the storm drain pipe rehabilitation component of this project was included in the Fiscal Year 2021-2022 budget of Fund 107-Stormwater Fund. Funding in the amount of \$300,000 for the sanitary sewer pipe and manhole rehabilitation component of this project was included in the Fiscal Year 2021-2022 budget of Fund 409-Water & Wastewater R&R Fund. The lining of storm and sewer pipes is an annual project intended to extend the length of service to the City's drainage and sewer network. The cost of lining a pipe varies by pipe size, but on average it is approximately \$120 per foot, as opposed to \$300 per foot to reconstruct a failed pipe and restore the affected street.

Citizen Impact

The lining of pipe reduces overall costs of pipe repair maintenance. The construction

activities associated with this project are low impact and involve mainly a pipe cleaning and lining truck and crew, which is typically staged around an upstream and downstream manhole in the street in order to access the pipe that is being rehabilitated. Minor traffic delays are to be expected. On large diameter pipes, the lining process can take several hours and it is often necessary to continue the process through the evening so as not to interrupt the curing process. The end result is an improved drainage pipe that will allow more stormwater to flow through pipes reducing the possibility of roadway and neighborhood flooding.

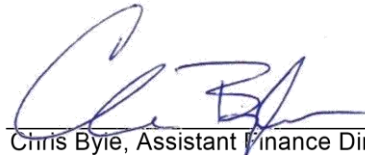
Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

- Sewer Lining Maps (PDF)
- Storm Lining Maps (PDF)
- Bid Manual (PDF)

REVIEWED BY:

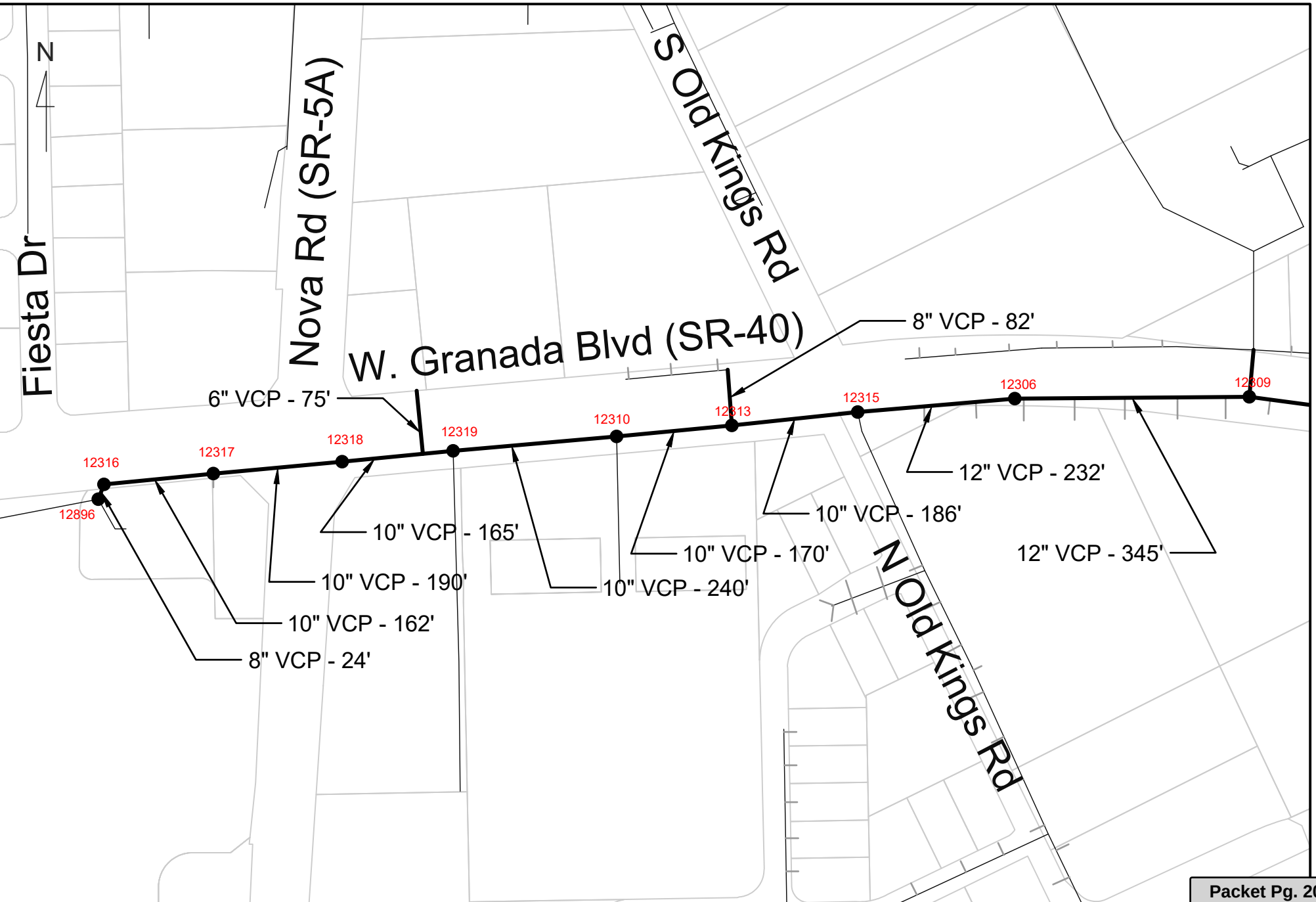

Chris Byie, Assistant Finance Director 12/14/2021


Claire Whitley, Assistant City Manager 12/21/2021

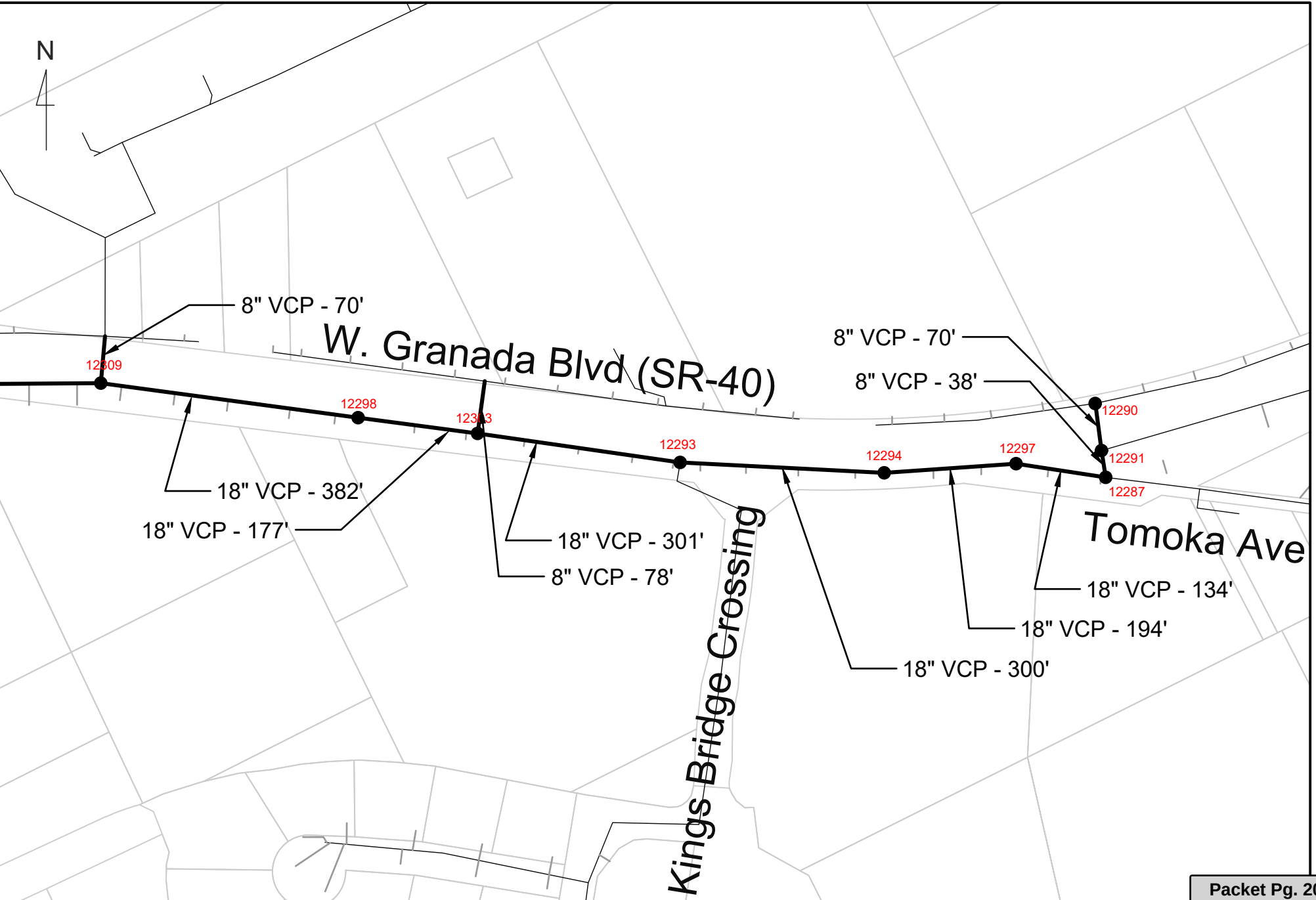
APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2021

2021 / 2022 STORM & SEWER LINING



2021 / 2022 STORM & SEWER LINING



2021 / 2022 STORM & SEWER LINING



Tomoka Ave

S Yonge St (US-1)

Midway Ave

Midway Ave

Laws Ln

Live Oak Ave

12411

12420

18" VCP - 122'

2021 / 2022 STORM & SEWER LINING - ADDITIVE ALTERNATE

N
4

N US-1

N Yonge St

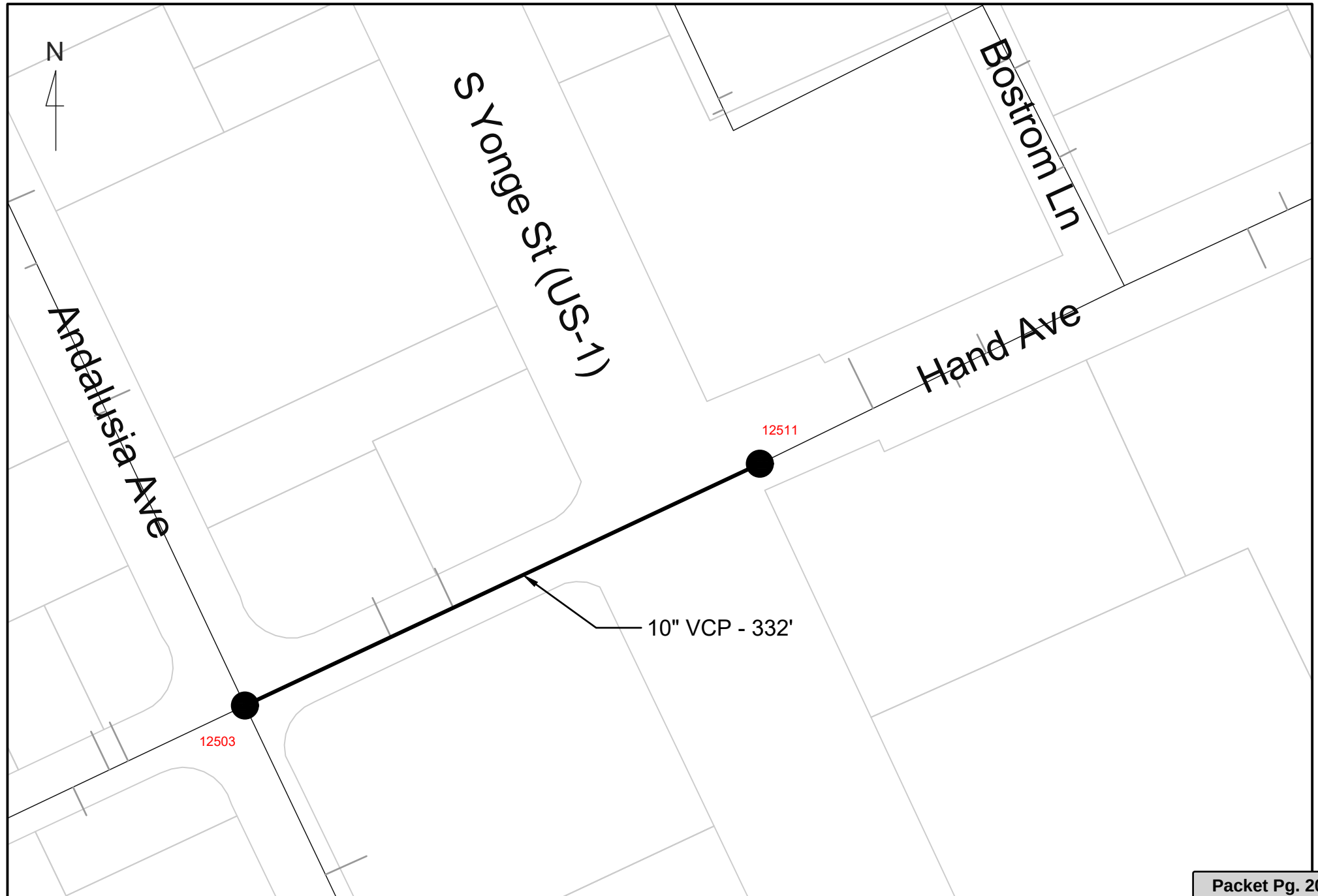
Hernandez Ave

274

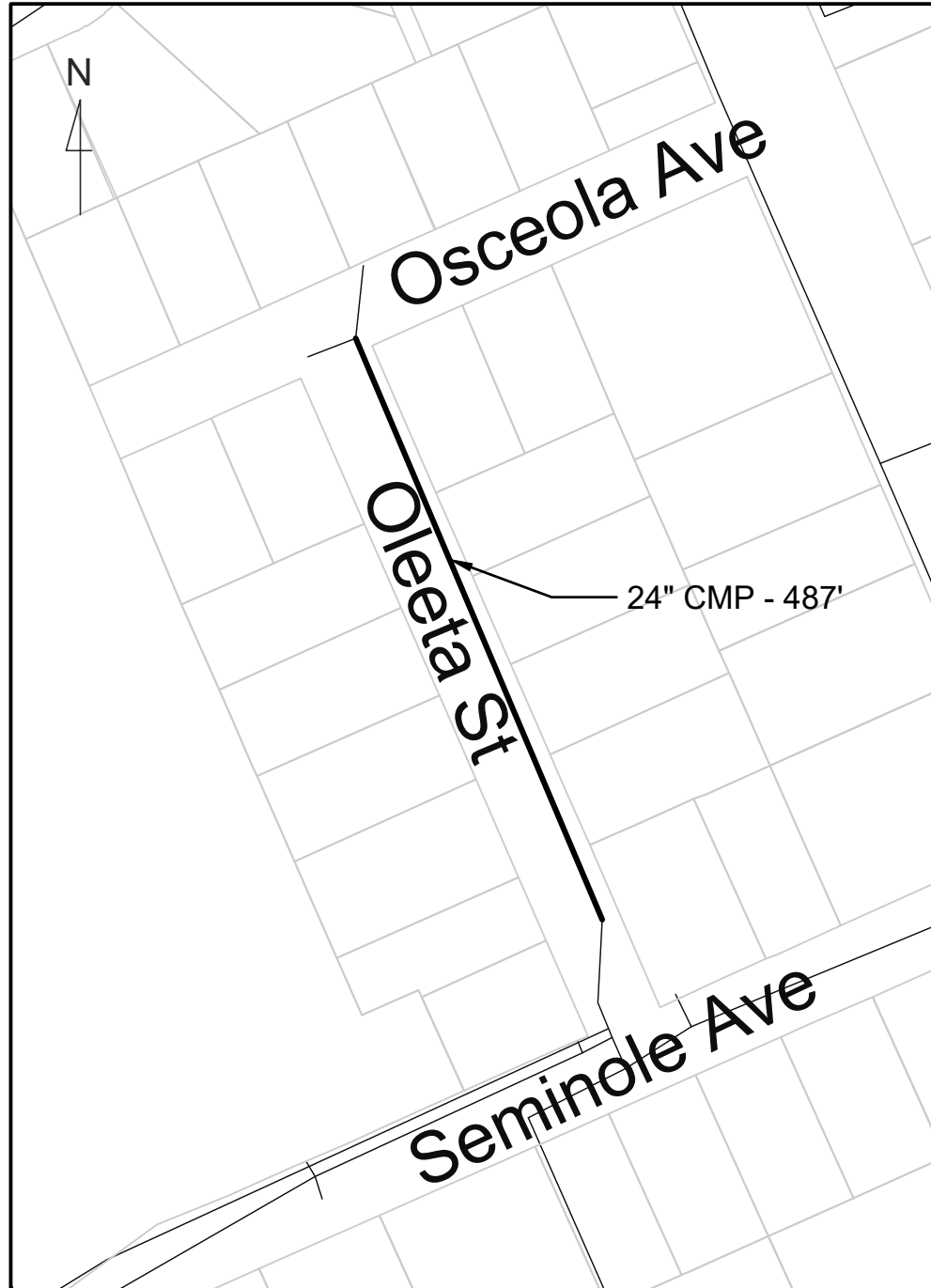
8" VCP - 138'

13022

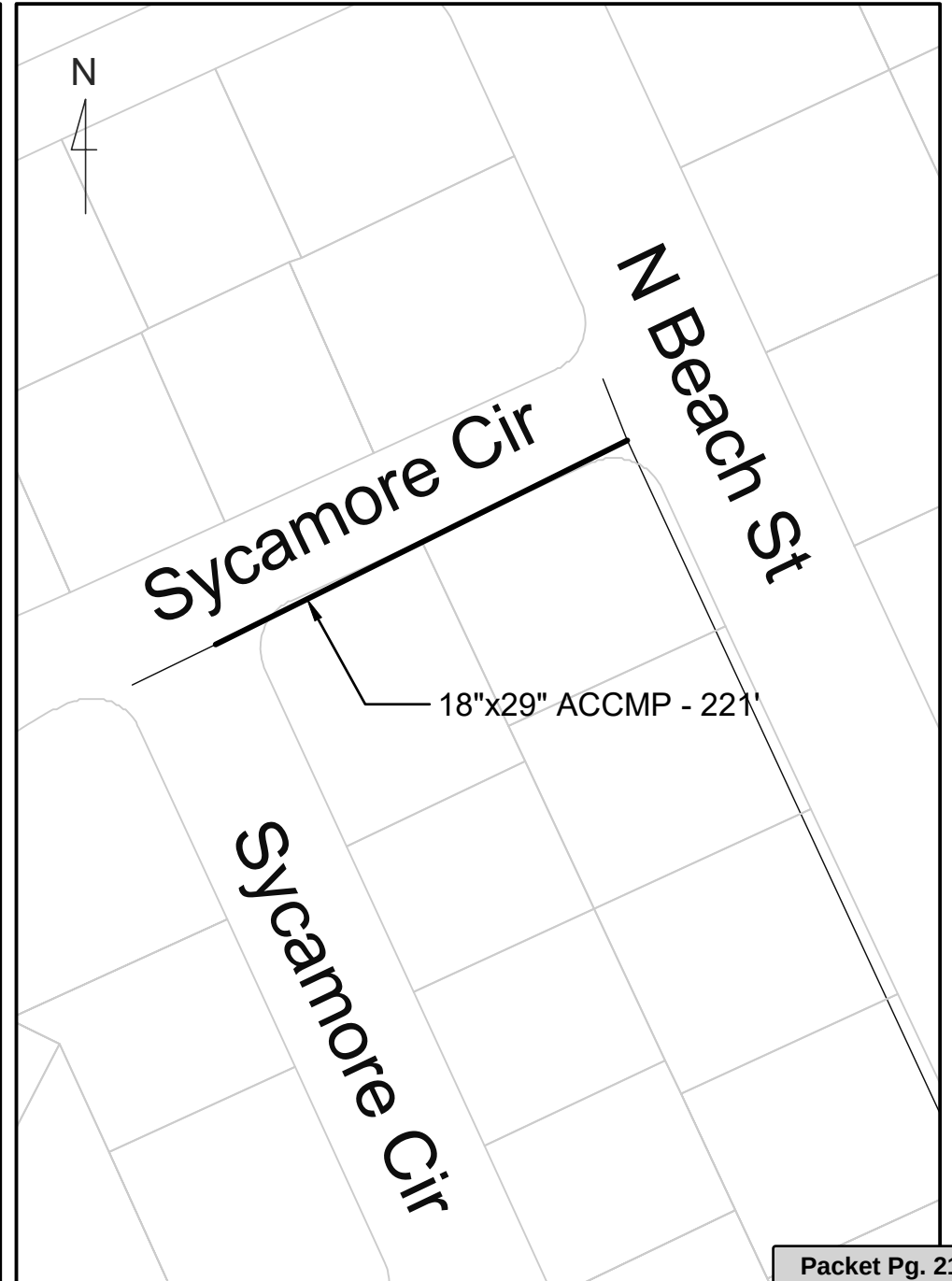
2021 / 2022 STORM & SEWER LINING - ADDITIVE ALTERNATE



2021 / 2022 STORM & SEWER LINING

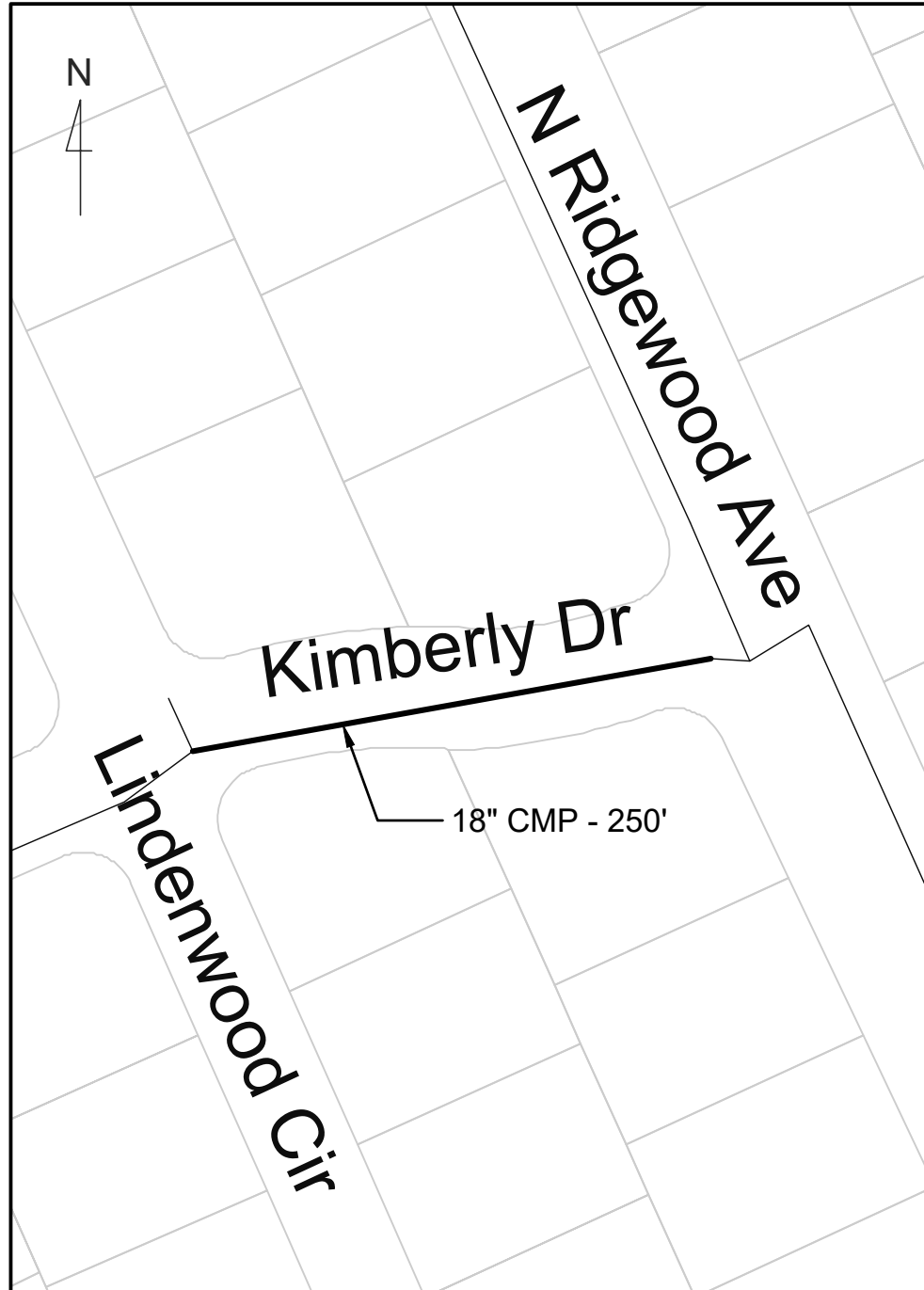


STORM

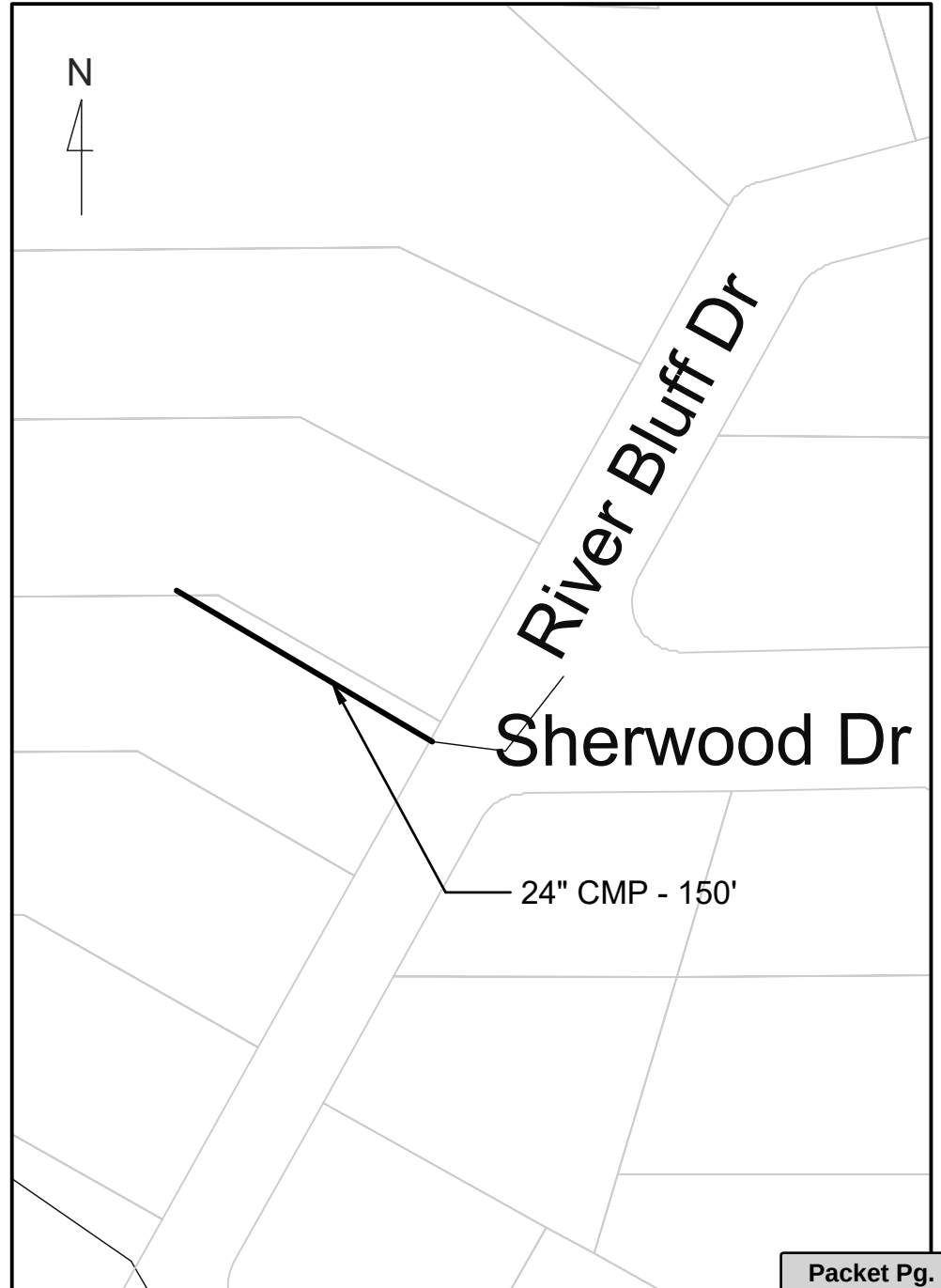


SHEET 1

2021 / 2022 STORM & SEWER LINING



STORM



2021 / 2022 STORM & SEWER LINING

N
4

Northside Dr

Overbrook Ave

Sherbourne Way

18"x29" CMP - 235'

18"x29" ACCMP - 202'

River Palm Way

Wandering Oaks Dr

2021 / 2022 STORM & SEWER LINING

Kim Ct

Barbara Ct

Winding Woods Trl

24" CMP - 121'

N
4

Pinion Cir

Cuardo Pl

18" ACCMP - 155'

Winding Woods Trl

N
4

2021 / 2022 STORM & SEWER LINING

N
4

N Washington St

New Britain

12" CMP - 200'

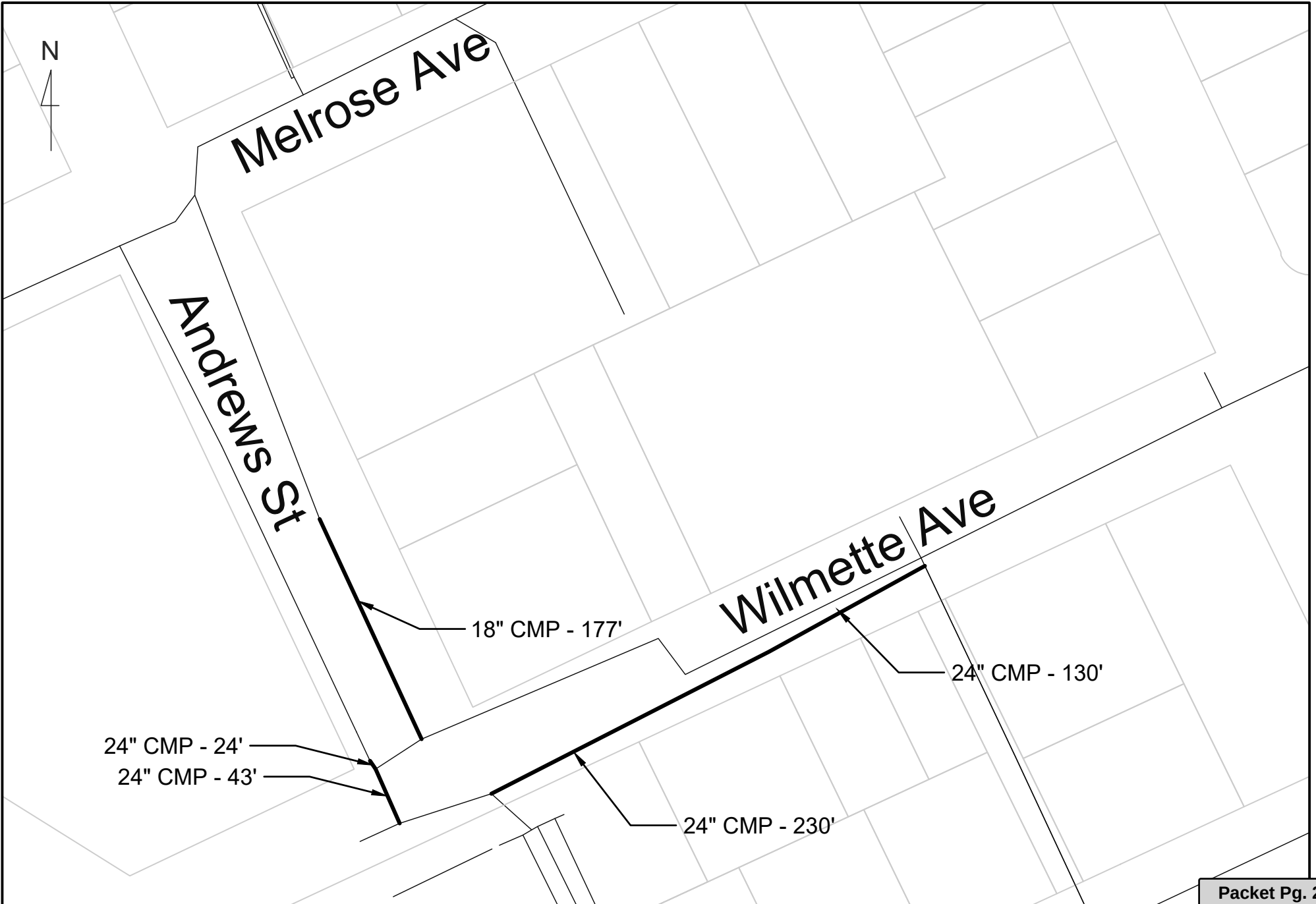
N
4

15" ACCMP - 230'

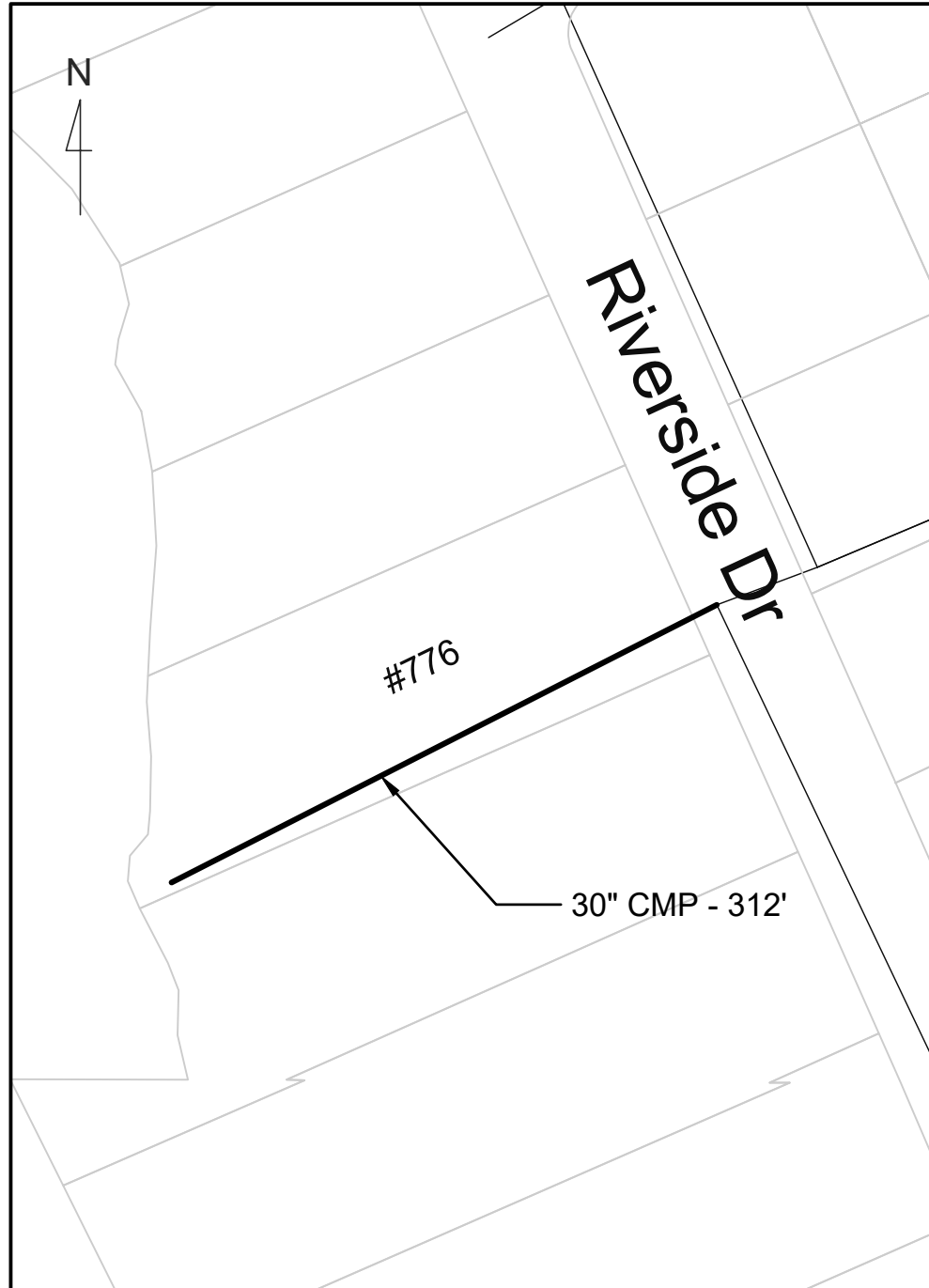
N Yonge St

Cumberland Ave

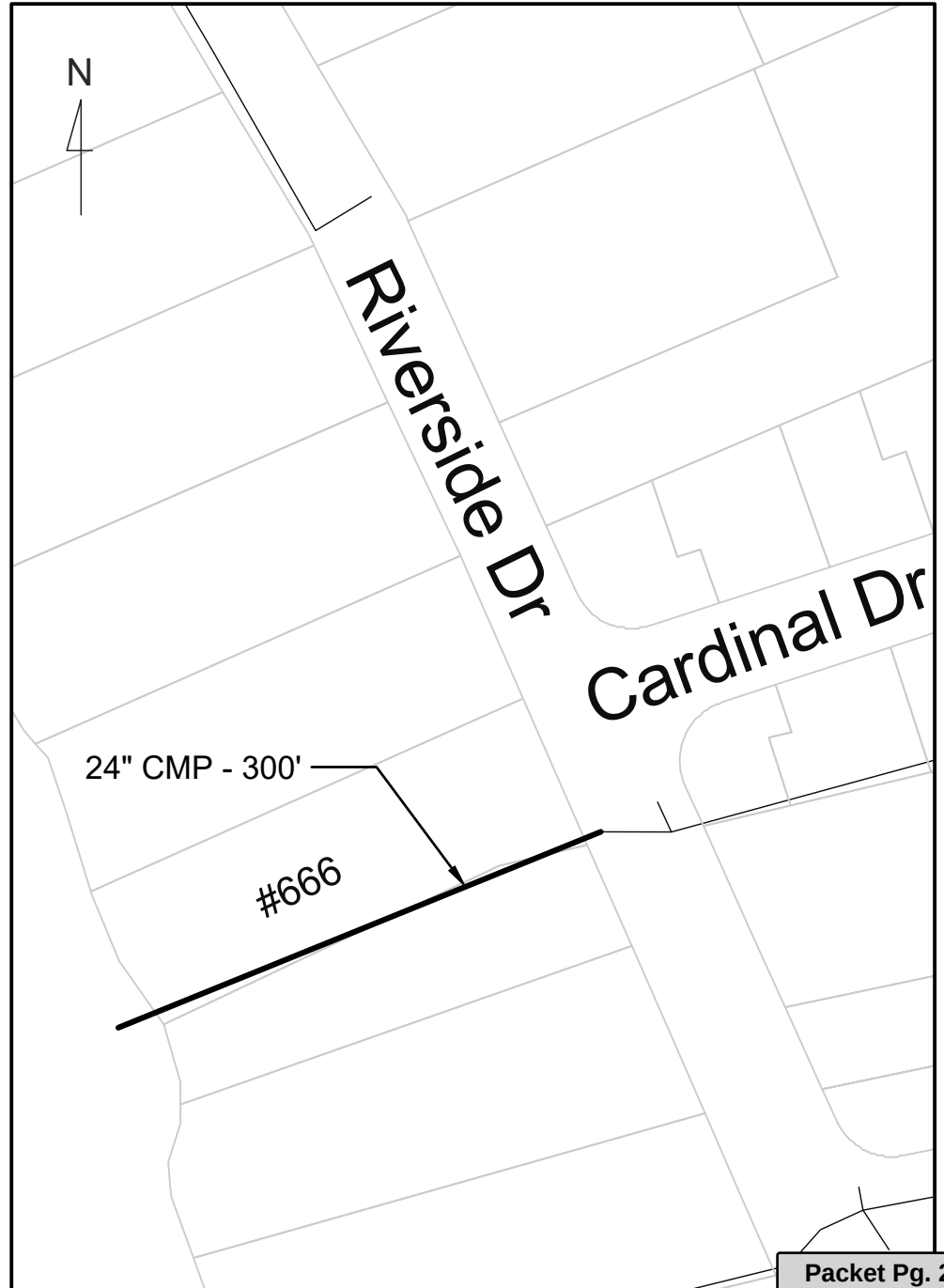
2021 / 2022 STORM & SEWER LINING



2021 / 2022 STORM & SEWER LINING



STORM



SHEET 7

2021 / 2022 STORM & SEWER LINING



Riverwood Dr

#400

John Anderson Dr

18" CMP - 280'



Cypress Cir

#34

24" RCP - 230'

Rockefeller Dr

2021 / 2022 STORM & SEWER LINING

N
4

15" CMP - 240'

Kent Dr

Loyola Dr

N
4

S Peninsula Dr

Ivanhoe Dr

15" CMP - 295'

Harvard Dr

2021 / 2022 STORM & SEWER LINING

N
4

N
4

Plaza Dr

12"x18" CMP - 30'

12"x18" CMP - 61'

8" CMP - 64'

8" CMP - 87'

John Anderson Dr

Sandcastle Dr

2022 Storm and Sewer Lining

Bid No. 2022-03



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2022 STORM & SEWER LINING
Ormond Beach, Florida

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2022 STORM & SEWER LINING
Ormond Beach, Florida

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(Not Applicable)

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing **2022 Storm & Sewer Lining, Bid No. 2022-03** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 8, 2022 at 2:15pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Cured in place lining of approximately 3,600 LF of sanitary sewer ranging in size from 6"-18", rehabilitating and lining 21 sanitary sewer manholes, and cured in place lining of approximately 5,000 LF of storm pipes ranging in size from 12"-30". The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **January 26, 2022 at 10am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 1, 2022** at 5:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids

shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract

Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid

unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

2022 STORM & SEWER LINING

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2022-03

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

STORM

Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Cured in place liner- 8" CMP, 6.0mm	172	LF		
Cured in place liner-12" CMP, 7.5mm	220	LF		
Cured in 9.0mmplace liner-15" CMP, 9.0mm	842	LF		
Cured in place liner-18" CMP, 10.5mm	948	LF		
Cured in place liner-24" CMP, 12.0mm	1896	LF		
Cured in place liner-30" CMP, 13.5mm	343	LF		
Cured in place liner-19x30 CMP, 12.0mm	717	LF		
Cured in place liner-12x18 CMP, 9.0mm	100	LF		

SEWER

Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Cured in place liner- 6" VCP, 6.0mm	75	LF		
Cured in place liner- 8" CMP, 6.0mm	365	LF		

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

Cured in place liner- 10" CMP, 6.0mm	1113	LF		
Cured in place liner-12" CMP, 7.5mm	577	LF		
Cured in place liner-18" CMP, 10.5mm	1489	LF		

MANHOLES

Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
LINING OF MANHOLES / EPOXY OR GEOPOLYMER BASED SYSTEM	260	VF		
CONDITION I / WALL RESTORATION WITH CEMENT UNDERLAYMENT	54	VF		
CONDITION II / WALL RESTORATION WITH CEMENT UNDERLAYMENT	94	VF		
CONDITION III / WALL RESTORATION WITH CEMENT UNDERLAYMENT	112	VF		
WATER INFILTRATION / CHEMICAL GROUTING	20	GAL		
BENCH REPAIR / REFORM EXISTING FLOW CHANNEL(S)	7	EA		
BENCH REPAIR / COMPLETE REPLACEMENT	7	EA		
REPLACEMENT OF MANHOLE RING & COVER (IN ASPHALT)	5	EA		

TOTAL BID

\$ _____
 (Figures)

 (Words)

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

ADDITIVE ALTERNATE #1

SEWER ADD ALTERNATES

Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Cured in place liner [Hernandez Ave]- 8" CMP, 6.0mm	140	LF		
Cured in place liner [Hand Ave]- 10" CMP, 6.0mm	332	LF		
Cured in place liner [Midway Ave]-18" CMP, 10.5mm	122	LF		

TOTAL ADDITIVE ALTERNATE

\$ _____
 (Figures)

 (Words)

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run, and completed within **120** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **THREE HUNDRED** Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
 Street Address: _____
 City, State, Zip Code: _____
 Email: _____
 Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
 (Individual's Name - Signature)

_____ (SEAL)
 (Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

 Name (signature)

 Date

 Name (typed or printed)

 Title

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or “Tie” Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

 Name (signature)

 Date

 Name (typed or printed)

 Title

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2022 STORM & SEWER LINING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

 COMPANY NAME

 AUTHORIZED SIGNATURE

 NAME (PRINT OR TYPE)

 TITLE

 DATE

END OF BID

00300-17

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2022 STORM & SEWER LINING (Bid No. 2022-03)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

**SECTION 00500
FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2022.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cured in place lining of approximately 3,600 LF of sanitary sewer ranging in size from 6"-18", rehabilitating and lining 21 sanitary sewer manholes, and cured in place lining of approximately 5,000 LF of storm pipes ranging in size from 12"-30"

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

**2022 STORM & SEWER LINING
and 2022-03**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 120 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars (\$300) for each calendar day that expires after the time specified in

paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the [unit price] TOTAL BID of \$ _____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

2022 STORM & SEWER LINING

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 13 sheets numbered 1 through 13 inclusive and bearing the following general title:

2022 STORM & SEWER LINING

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to , inclusive) marked exhibit (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

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

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

2022 STORM & SEWER LINING

Bid No. 2022-03

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
 (number)
 deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR 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 where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

2022 STORM & SEWER LINING

Bid No. 2022-03

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR 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 where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2022.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

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

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

- 16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2022, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$ _____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2022.

_____ CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2022 STORM & SEWER LINING**
Bid Number 2022-03

Cured in place lining of approximately 2,900 LF of sanitary sewer ranging in size from 10"-18", rehabilitating and lining 17 sanitary sewer manholes, and cured in place lining of approximately 5,000 LF of storm pipes ranging in size from 12"-30"

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Furnish & Install Cured in Place Liner for 8-inch CMP, 6mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 2 Furnish & Install Cured in Place Liner for 12-inch CMP, 7.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 3 Furnish & Install Cured in Place Liner for 15-inch CMP, 9mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 4 Furnish & Install Cured in Place Liner for 18-inch CPM, 10.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 5 Furnish & Install Cured in Place Liner for 24-inch CMP, 12mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 6 Furnish & Install Cured in Place Liner for 30-inch CPM, 13.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 13.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 7 Furnish & Install Cured in Place Liner for 19x30-inch CMP, 12mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 8 Furnish & Install Cured in Place Liner for 12x18-inch CMP, 9mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 9 Furnish & Install Cured in Place Liner for 6-inch VCP, 6mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 10 Furnish & Install Cured in Place Liner for 8-inch VCP, 6mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation

of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 11 Furnish & Install Cured in Place Liner for 10-inch VCP, 6mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 12 Furnish & Install Cured in Place Liner for 12-inch VCP, 7.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 13 Furnish & Install Cured in Place Liner for 18-inch VCP, 10.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 14 Lining of Manholes

Measurement: The quantity for payment shall be per vertical Foot of manhole structure for pressure washing of substrate to remove all grease & loose material, preparation of surface & application of product per manufacturer specifications.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: Maintenance of Traffic.**

Bid Item No. 15, 16, 17 Wall Restoration with Cement Underlayment

Measurement: The quantity for payment shall be per vertical foot of manhole structure for rebuilding deteriorated structure wall. **Condition 1** shall be rebuilding of deteriorated structure wall 1/2" to 1" thick. **Condition 2** shall be rebuilding of deteriorated structure wall 1" to 2" thick. **Condition 3** shall be rebuilding of deteriorated structure wall 2" to 4" thick

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: Maintenance of Traffic.**

Bid Item 18 Chemical Grouting

Measurement: The quantity for payment shall be per TENTH GALLON (12oz) of water stop chemical grouting such as Avanti AV 202 or equal product to stop all ground water infiltration prior to lining of manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

Bid Item 19 and 20 Bench Repair

The quantity for payment shall be per EACH existing manhole flow channel that will require either (Item 19) light restoration to correct flow or (Item 20) complete rebuild to direct flow and keep sewer trough in the flow channel.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

Bid Item 21

Measurement: The quantity for payment shall be per EACH existing manhole ring and cover Removed existing ring and cover, Furnish & Installation of (USF 195-E ORS) ring & cover or approved equal stamped "City of Ormond Bch", and concrete set up to 2" below final grade, asphalt patch 2" thick minimum.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

ADDITIVE ALTERNATE NO.1 MANHOLE REPAIR

Bid Item No. 22 Furnish & Install Cured in Place Liner for 8-inch VCP, 6mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 23 Furnish & Install Cured in Place Liner for 12-inch RCP, 7.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 24 Furnish & Install Cured in Place Liner for 15-inch RCP, 9mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. The number of each shop drawing, product data, and sample submitted
 5. Notification of deviations from contract documents
 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be rented from the City’s designated solid waste hauler. The solid waste hauler currently under contract with the City is:

Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd.
Daytona Beach, FL 32114
Phone: (386) 788-8890

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS**

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02650

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

- A. Television Inspection of Sewers is included in Section [_____].
- B. Sewer Flow Control is included in Section [_____].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

[1.03 SUBMITTALS]

[1.04 REFERENCE STANDARDS]

[1.05 QUALITY ASSURANCE]

[1.06 SYSTEM DESCRIPTION]

[1.07 DELIVERY, STORAGE AND HANDLING]

[1.08 PROJECT/SITE REQUIREMENTS]

[1.09 MAINTENANCE]

[1.10 WARRANTY]

[1.11 DEFINITIONS]

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Hydraulic Sewer Cleaning Equipment

- 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed

instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydrocleaning) Equipment

1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
 1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.
- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.
- D. To aid in the removal of roots, pipeline and manhole sections which have root intrusion may be treated with an approved label herbicide. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason shall be replaced with identical vegetation. All safety precautions recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.
- E. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- F. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond

the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and reinspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

**SECTION 02720
DRAINAGE STRUCTURES AND PIPING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of drainage structures and piping is shown on the drawings.
- B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.

Section 02222 - Trenching, Backfilling and Compacting.

Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

- A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.
- B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

- A. All material shall be new and unused.
- B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.
- C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.
- D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.
- E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

- B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.
 - 1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.
 - 2. Base, riser and transition top sections shall have tongue and groove joints.
 - 3. Sections shall be cured by an approved method.
 - 4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.
 - 5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.
 - 6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
 - 7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.
 - 8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

- A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.
- B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.
- C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

- a. Minimum compressive strength shall be 5,000 psi at 28 days.
- b. Maximum water-to-cement ratio shall be 0.40 by weight.
- c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

- a. Conform to ACI 318 and ACI 350R.
- b. Analyze walls and slabs using accepted engineering principals.
- c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".
- d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.
- e. Cast base slab and walls together to form a monolithic base section.
- f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.
- g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.
- h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.
- i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.
- j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.
- k. Provide lifting hooks for top slab.
 - 1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.
- m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.
 - 1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
 - 2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.
- B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.
- C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

- A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.
- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

- A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2" raised letter identification: "Storm Sewer" cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

- A. Connect pipe to manhole in the following ways:
 - 1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.
 - 2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

- A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

- A.. Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

- B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

- a. Advanced Drainage Systems (ADS), Inc.
- b. Hancor, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.
2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

- a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.
4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.
5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.
7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.
2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

- A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:
- B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.
- C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.
- D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.
- E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.
2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02740 BYPASS PUMPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 PLUGGING AND BLOCKING

A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

SECTION 02740 BYPASS PUMPING

3.02 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

When flow in a sewer line is plugged, blocked or bypassed by the Contractor, sufficient precautions shall be taken to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and shall be responsible for any damage resulting from the flow control operations.

When flow in a sewer line is plugged or blocked by the Contractor, conditions upstream of the plug shall be monitored by the Contractor's representative and the Contractor shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the sewer collection system, shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

END OF SECTION

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

PART 1 - GENERAL

1.01 This specification defines the method and material for the rehabilitation of sanitary sewer structures, utilizing a spray applied calcium aluminate cementitious structural rehabilitation system. The purpose of this project is to obtain a dense and durable concrete lining that is resistant to biosulfuric acid attack and meets the strength requirements described elsewhere in this specification. The work covered in this specification consists of furnishing all labor, equipment, materials, and supervision necessary to accomplish the rehabilitation as specified. When complete, the rehabilitated structure shall:

- A. Provide for a uniformly smooth surface of specified thickness.
- B. Minimize sources of inflow/infiltration.
- C. Provide a service life that is supported by documented test analysis.

1.02 CONTRACTORS SEQUENCE OF OPERATION

The Contractor's sequence of operation relative to structural rehabilitation shall include, but not be limited to the following:

- A. Eliminate all sources of groundwater infiltration and voids in walls.
- B. Provide a clean, rough sub-surface sufficiently prepared in accordance with the **International Concrete Repair Institute (ICRI)**, *Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays*; insure all surfaces are clean and free of laitance or loose material using high pressure water spray (min 3500 psi) or wet or dry sandblasting.
- C. Rehabilitate all interior surfaces including walls, ceilings and floors, in accordance with specification and nature of the sub-surfaces.
- D. Provision to "cure" the installed lining material.
- E. Provision to "test" lining and structural rehabilitation materials.

1.03 SUBMITTALS

- A. The Contractor shall furnish detailed and complete data pertaining to surfaces of the structure to be rehabilitated, the rehabilitation product, surface preparation and installation to the Engineer for approval. The submission of this data shall be made in a timely manner to prevent project delay. At the request of the Engineer, the Contractor shall test for adverse chemical conditions that may hinder overall product performance.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

- B. Prior to initiating the work, the Contractor shall submit specific technical data with complete physical properties of the structure to be rehabilitated and the product to be used in the rehabilitation of the structure, as well as a specific plan for sub-surface preparation.
- C. A certificate of "Compliance with Specifications" shall be furnished for all materials supplied.
- D. A Work Plan and Safety Plan. It is the Contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. SewperCoat furnished under this specification shall be a prepackaged mortar mix, including all cement, aggregates, and any required additives. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce concrete suitable for pneumatic application. Typical package weights shall not be less than fifty pounds (50lbs.) and shall be identical for all material furnished on this project.
- B. The chemical composition of the cement portion, as well as the aggregates of the mortar mix, shall be as follows:

A ₁ O ₃	CaO	FeO + Fe ₂ O ₃	SiO ₂
39-44%	35-39%	9-14%	5-7%

- C. The design properties of the mortar mix shall be as follows:

Comprehensive Strength (ASTM C495)	>7,000 psi	24 hours
Flexural Strength (ASTM C293)	>9,000 psi	28 days
Splitting Tensile Strength (ASTM C496)	>1,200 psi	24 hours
	>1,400 psi	28 days
Bond Strength/Slant Shear (ASTM C882)	>800 psi	24 hours
	>1,600 psi	28 days
Shrinkage at 28 days (ASTM C596)	<0.06 cured @ 90% relative humidity	
Freeze/Thaw after 300 Cycles (ASTM C666)	No visible damage after 300 cycles	

- D. The mortar mix shall be SewperCoat as manufactured by Lafarge Calcium Aluminates.
- E. Mortar mix must have at least five (5) years of successful performance in similar applications and be supplied by an ISO 9002 manufacturer.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

- F. In addition, the mortar mix shall be designed to withstand long-term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected to produce a pH of 1 on normal Portland Cement concrete or typical brick and mortar surfaces.
- G. Water used in mixing shall be fresh, clean, potable water, free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter. Water shall be considered as weighing 8.34 pounds per gallon.
- H. Mortar mix shall be stored with adequate provisions for the prevention of absorption of moisture. It shall be stored in a manner that will permit easy access for inspection and identification of each shipment.

PART 3 - EXECUTION

3.01 SAMPLING AND TESTING

- A. A recognized independent testing laboratory shall test mortar materials used on the project. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the Owner, Engineer, and Manufacturer are in agreement of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.
- B. The cost of sampling and testing of the mortar mix during placement and the surface to which it is applied shall be born by the Contractor. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons the Engineer may designate.
- C. Any materials failing to meet the requirements of these specifications shall not be incorporated into the work plan.

3.02 QUALIFICATIONS OF WORK CREW

- A. Prior to project commencement, the Contractor must satisfy the Engineer that all Contractor's work crew personnel have performed satisfactory work in similar capacities elsewhere for a sufficient period of time to be fully qualified to properly perform the work in accordance with the requirements of the related specifications.
- B. Foreman shall have at least four (4) years experience with similar work and project conditions. The nozzlemen shall be qualified by having had similar work experience.
- C. Project responsibilities prior to application of SewperCoat shall include the following:
 - 1. Ensure all sub-surfaces are clean and free of laitance or loose materials.

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MANHOLE AND WETWELL REHABILITATION

2. Ensure that the overhead sub-surfaces have been prepared to a minimum degree of roughness designated as **CSP 4** by the **International Concrete Repair Institute (ICRI)** *Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays*. This reference document explains the means and methods of achieving the minimum designated degree of roughness. The contractor should consider utilizing a higher standard depending upon the surface conditions.
3. Ensure that sub-surfaces other than overhead have been prepared to a minimum degree of roughness designated as **CSP 3** by the **International Concrete Repair Institute (ICRI)** *Guidelines No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays*. This reference document explains the means and methods of achieving the minimum designated degree of roughness. The Contractor should consider utilizing a higher standard depending upon the surface conditions.
4. Ensure the operating air pressure is uniform and provides adequate nozzle velocity for proper compaction.
5. Continuously regulate the water content so that the applied materials consistently achieve proper compaction with a low percentage of rebound and no visible “sag”.
6. Ensure that the installation equipment nozzle is held at the proper distance away from and as nearly perpendicular to the prepared sub-surface as the working conditions will permit to secure maximum material compaction with minimum rebound and no visible “sag”.
7. Follow a sequence routine that will fill corners with adequately compacted material applied at a maximum practicable layer thickness.
8. Determine necessary operating procedures for placement in confined spaces, extended distances or around unusual obstructions where placement velocities and mix consistency may need to be adjusted.
9. Direct the crew as to when to start and stop the flow of materials during installation and to immediately stop all work when material is not arriving uniformly at the nozzle.
10. Ensure that slough pockets are removed and prepared for installation of replacement material.
11. Bring the installed materials to established finished elevation in a neat and timely manner and within established tolerances.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

- D. Applicator's job foreman shall operate the pneumatic mixing/placing equipment and direct the work of mixing crew personnel. Applicator's work crew shall also maintain proper line pressures throughout the pneumatic mixing/placing equipment to ensure the necessary consistent nozzle velocity. Applicator's work crew shall further see that all material fed to the nozzle is uniformly fed through this equipment.

PART 4 - CONSTRUCTION METHODS

4.01 SURFACE PREPARATION

- A. To ensure sufficient bond, all sub-surfaces shall be cleaned and prepared to a degree of roughness as described in Section 1.02 of this specification. Sub-surfaces shall also be thoroughly moistened with water prior to the application of the lining materials. In no instance shall shotcrete be applied in an area where running water exists. It is the intent of this specification that the existing surface be saturated just prior to installation.
- B. If applying to new concrete, the same criteria for sub-surface cleanliness, roughness, and saturation are applicable.
- C. All surfaces to be lined shall be saturated with water just prior to lining materials application. If saturation does not occur naturally, it can be accomplished by presoaking all sub-surfaces for a minimum of 24 hours immediately prior to the application of the lining materials.

4.02 OPERATIONS

- A. The Contractor shall provide all equipment necessary to individually gauge, control, and monitor the actual amounts of all component materials necessary to complete the lining installation. The type of equipment and methods used to gauge, control, and monitor component materials shall be subject to approval by the Engineer and Manufacturer.
- B. All lining materials shall be thoroughly mixed by mechanical means to ensure all agglomerated particles are reduced to original size or removed prior to placement into the application equipment (i.e., the hopper). Each batch of material should be entirely discharged before recharging with fresh material. Mixing equipment shall be cleaned at regular intervals to remove all adherent materials.
- C. The addition of water to the mix shall be in strict accordance with the Manufacturer's recommendations.
- D. Re-mixing or tempering shall not be permitted. Rebound materials shall not be reused.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

4.03 PROTECTION OF ADJACENT SURFACES

- A. During the process of the work, adjacent areas or grounds which may be permanently discolored, stained or otherwise damaged by dust and rebound material, shall be adequately protected and, if contacted, shall be cleaned by early scraping, brushing or washing as the surroundings permit.

4.04 INFLOW AND INFILTRATION PREVENTION

- A. If inflow or infiltration is observed within the structure after surface preparation is complete, a rapid setting crystalline enhanced hydraulic cement product specifically formulated for infiltration control shall be used to stop minor infiltration flows in accordance with the manufacturer's recommendations. The material shall meet the following strength requirements:

Compressive Strength (ASTM C597B)	600 psi	(24 hours)
	1000 psi	(7 days)
Bond Strength (ASTM C321)	30 psi	(1 hour)
	80 psi	(1 day)

- B. The material shall be Preco Plug, Octocrete, Burke Plug or Engineer approved equal. Where infiltration flows are more severe, pressure grouting may be required. The material for pressure grouting shall be Avanti A-220, DeNeef or Engineer approved equal installed in accordance with the manufacturer's written instructions.
- C. All materials, labor, equipment, and incidentals required to correct inflow and infiltration conditions will be considered incidental to rehabilitation.

4.05 APPLICATION OF MATERIALS

- A. SewperCoat shall not be applied to a frozen surface or a surface that may freeze within 24 hours of application. Frozen conditions shall be defined as ambient temperatures of 32 degrees Fahrenheit or below.
- B. Sequence of application may be from bottom to top or vice versa if rebound is properly removed.
- C. Application shall be from an angle as nearly perpendicular to the surface as practicable, with the nozzle held at least one (1) foot from the working sub-surface (except in confined control). If the flow of material at the nozzle is not uniform and slugs, sand spots, or wet sloughs result, the nozzleman shall direct the nozzle away from the work until the faulty conditions are corrected. Such defects shall be replaced as the work progresses.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

- D. Application shall be suspended if:
1. Air velocity separates the cement from the aggregate at the nozzle.
 2. Ambient temperature approaches freezing and the newly placed SewperCoat cannot be protected and insulated.
- E. The time interval between successive layers of material application must be sufficient to allow “tackiness” to develop but not final set. If final set does occur, this surface shall be prepared in accordance with Section 1.2 of this document in order to provide a sufficient bond with succeeding applications.
- F. Construction joints within a manhole shall be avoided. In the event a construction joint is necessary and approved by the Engineer, it shall be sloped off to a thin, clean, regular edge, at a forty-five (45) degree angle. Prior to placement of the adjoining materials, the sloped portion and adjacent applied material shall be thoroughly cleaned as necessary, then moistened and scoured with an air jet.
- G. Nozzleman shall bring the material to an even plane and to well formed corners.
- H. After the body coat has been placed, the surface shall be trued with a thin-edge screed to remove high areas and expose low areas. Low areas shall be properly filled with additional material to insure a true, flat surface.

4.06 CURING

- A. If the material has been applied and furnished in accordance to the specification, and it has been determined that the environment is not moist enough for natural curing, the Contractor will be required to apply a curing compound to all coated surfaces. Curing compound shall meet the requirements of ASTM C309 and have the approval of the lining material Manufacturer and the Engineer prior to use.

Moist curing may also be used in lieu of curing compound. If moist curing is selected, it should be implemented just after the notice of uniform heat generation of the installed lining. Moist curing can consist of the use of soaker hoses, water sprinklers, or vapor/misting machines. Regardless of delivery method, moist curing should continue for a minimum of eighteen (18) hours.

END OF SECTION

SECTION 02764

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Each designated section shall be visually inspected during sealing operations by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor shall remove the obstruction by excavation and replacement of that section of pipe as specified herein.
- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.

- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- D. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs
 - a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
 - 2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which, in a VHS format, shall be provided to the Owner.

END OF SECTION

SECTION 02769

CURED-IN-PLACE PIPE LINER

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Sewer line [and manhole] cleaning is included in Section [_____].
- B. Television Inspection of pipelines is included in Section [_____].
- C. Maintenance of sewage flows is included in Section [_____].

1.03 SUBMITTALS

- A. Submit, in accordance with Section 01300, the following:
 - 1. Shop drawings and schedules of all CIPP liner and appurtenances required. Design data and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F1216 and D2412 for fully deteriorated pipe. All CIPP liner design calculations shall be sealed and signed by a registered professional engineer.
 - 2. Detailed procedure for installing the liner.
 - 3. The name of the liner manufacturer and the location of the facility where the liner was manufactured.
 - 4. Certified test reports from the manufacturer that the liner for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - 2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
 - 3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

1.05 QUALITY ASSURANCE

- A. The Contractor performing the lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:
 - 1. The number of years of experience in performing pipe lining projects.
 - 2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and/or licensed by the liner manufacturer.
 - 3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.
 - a. The list shall contain names and telephone numbers of persons to be called to verify previous satisfactory performance.
 - b. A full description of the actual work performed.
 - c. The list of municipal clients and description of projects shall include the approximate liner footage (lf) of lining work completed. Provide a sufficient number of references to total 50,000 lf or more of lining work completed to date.
- B. The Contractor shall also be capable of providing crews as needed to complete the work without undue delay and shall begin work within [7] days from authorized notice to proceed.
- C. The Owner shall approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.
- D. The CIPP liner shall be provided by a single manufacturer. The supplier shall be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the Owner, at his own expense. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Owner.
- E. Inspection of the liner may also be made by the Engineer or other representative of the Owner after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and shall be removed from the job site at once.

1.06 SYSTEM DESCRIPTION

1.07 DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Engineer.

- B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, shall be marked as rejected and removed at once from the job site.
- C. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

1.08 PROJECT/SITE REQUIREMENTS

1.09 MAINTENANCE]

1.10 GUARANTEE

- A. All lining work shall be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the Owner shall be removed and replaced in a satisfactory manner at no additional cost to the Owner. The Owner may conduct an independent television inspection, at his own expense, of the lining work prior to the completion of the [1] year guarantee period.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The liner shall be by Insituform; InLiner [or equal].
- B. The liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing shall be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.
- C. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
- D. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.
- E. When inverted and cured the liner shall form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in domestic sewage.
- F. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe to be lined.
- G. The liner shall be fabricated to a size that when reformed will tightly fit the [sewer] being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to delivery of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing [sewer] [drain] pipe.

- H. The application of the resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat and contamination at all times.
- I. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.
- J. The liner shall be designed, fabricated and installed for the actual conditions encountered for this application and shall comply with the following minimum conditions:
 - 1. Temperature: 40 to 150 degrees F
 - 2. Maximum long term deflection: 5 percent
 - 3. The liner shall be designed to support all loads produced by backfill (120 lbs/sq ft), traffic (H-20) and a hydrostatic loading from groundwater elevation at grade.
 - 4. The liner shall be watertight.
- K. The cured liner shall have the following minimum structural properties:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Standard</u>
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

PART 3 EXECUTION

3.01 INSTALLATION

- A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section [02650], Sewer [and Manhole] Cleaning.
- B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section [02651].
- C. Dye test all service connections prior to lining to determine all active service connections. A list of all service connections to be abandoned as part of the work shall be submitted to the Engineer for approval. The compiled list will include information on location of each service connection to be abandoned based on the television inspection logs.]
- D. All service connections protruding into the sewer to be lined shall be cut or ground down so as to be flush with the pipe to be lined prior to liner installation.
- E. The Contractor shall provide bypass pumping of sewage flows in accordance with Section [_____].
- F. Notify all property owners who discharge sewage directly into the sewer to be lined that their sewage service will be discontinued while the liner is being installed. Notify each affected

property owner at least [72] hours in advance of commencement of the work, giving the date, start time and time when service will be completely restored. [Also provide a telephone number which property owners can call for information during the work].

- G. Furnish and install the liner in the full length of sewer as shown on the Drawings. The installation of the liner shall be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.
- H. For each length of liner installed, remove specimens of at least 24-in length for testing of flexural properties. The specimens shall be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.
- I. All cutting and sealing of the liner at manhole connections shall provide watertight pipe and manhole trough seals.
- J. Reopen all of the existing active service connections in each length of sewer following reformation and cooling of the liner. The service connections shall be reopened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and the rehabilitated sewer pipe. All of the liner penetrations or openings shall be watertight.
- K. Following installation of the liner and reopening of the service connections, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the [Owner] [Engineer].

3.02 FIELD TESTING AND ACCEPTANCE

- A. Field acceptance of the liner shall be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.
- B. Groundwater infiltration of the liner shall be zero.
- C. All service connections shall be open, clear and watertight.
- D. There shall be no evidence of splits, cracks, breaks, lifts, kinks, delaminations or crazing in the liner.
- E. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: January 4, 2022

Subject: Auto Renew Contracts for "Miscellaneous Crafts & Trades Services - As Needed"

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the contracts for "Miscellaneous Crafts & Trades Services - As Needed" for Carpentry, Fire Alarm Monitoring Equipment Services, Fire Suppression Systems, Plumbing, HVAC, Flooring, Roofing, Fencing, Painting, Docks/Decking, Electrical, Elevator Inspections & Repair Services including Wheelchair Lifts, Pest Control Services, Pool/Splash Pad Maintenance, and Audio/Visual and Theatrical Equipment Servicing to auto-renew for one additional year.

Background

In March 2018, the City Commission authorized, through Resolution No. 2018-35, the execution of an agreement with the following firms and the associated category of work:

1. Ruby Builders, Inc. (carpentry)
2. Ellis Mechanical Corp. (plumbing)
3. Flair Service, Inc. (HVAC)
4. Carpet Wholesalers d/b/a Discount Carpet (flooring)
5. A.A.T. Roofing, LLC (roofing)
6. Southern Painting and Waterproofing (painting/waterproofing)
7. Fence Services d/b/a AAA Fence (fencing)
8. Custom Built Docks, Inc. (docks/decking)
9. Premier Elevator (elevator inspections and repairs)
10. Village Key and Alarm (fire alarm monitoring)
11. Village Key and Alarm (fire suppression systems)
14. Economy Electric (electrical services)
15. Peach Tree Pest Control (pest control services)

In May 2018, the City Commission authorized, through Resolution No. 2018-56, the execution of additional agreements with the following firms and the associated category

of work:

1. JD's Atlantic Pool Service, LLC (pool/splash pad maintenance services)
2. Protechs of Central Florida, Inc. (audio/visual and theatrical equipment services)

The contracts state that the agreement will be automatically renewed for additional one (1) year periods, not to exceed four (4) additional one-year periods, unless either party provides at least sixty (60) days prior written notice to the other party of their intent not to renew the agreement. This will be the fourth auto-renewal of these agreements.

Discussion

The listed contractors have continually provided satisfactory craft and trade work for the City of Ormond Beach and it is staff's intent to auto-renew their contracts for one additional year effective March, 2022, and May, 2022, respectively.

Citizen Impact

By having a miscellaneous crafts and trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, which is beneficial in providing quality and consistent services for residents.

Budget Impact

The Facilities Renewal and Replacement Fund Fiscal Year 2021-2022 Budget includes funds for various Miscellaneous Crafts and Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. (Larger trades projects, in excess of \$25,000, would not fall under these contracts; the projects would be put out to bid separately and would be brought to the City Commission for approval.)

Recommendation

Staff's intent is to auto-renew the agreements for the contractors listed above for an additional one-year period, unless otherwise directed by the City Commission.

Attachments:

- Resolution No. 2018-35 (PDF)
- Resolution No. 2018-56 (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/9/2021
Claire Whitley, Assistant City Manager 12/16/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2018-35

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF MISCELLANEOUS CRAFTS & TRADES CONTRACTS WITH FIFTEEN (15) FIRMS FOR: CARPENTRY, PLUMBING, HVAC, ELECTRICAL, FLOORING, PAINTING/WATERPROOFING, ROOFING, OVERHEAD DOOR, FENCING, DOCKS/DECKING, ELEVATOR INSPECTIONS & REPAIRS, SHADE STRUCTURE REPAIRS, FIRE ALARM MONITORING, FIRE SUPPRESSION SYSTEMS, PRESSURE/POWER WASHING AND PEST CONTROL SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2018-12; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP No. 2018-12) for carpentry, plumbing, HVAC, electrical, painting/waterproofing, flooring, roofing, overhead door/electric gates, fencing, docks/decking, elevator inspections & repairs, shade structure repairs, fire alarm monitoring, fire suppression systems, pressure/power washing and pest control services relative to various projects throughout the City on an as-needed basis (“the Project”) (*a copy of the form of RFP No. 2018-12 is attached hereto as Exhibit “A” and is incorporated herein by reference*), and

WHEREAS, the City's evaluation committee has reviewed the proposals received and has selected fifteen (15) firms to provide the aforementioned professional services based on the evaluation criteria as stated in the RFP, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the generic form of the miscellaneous crafts & trades contract for the aforementioned services relative to various projects

throughout the City. *A copy of the form of the contract is attached hereto as Exhibit "B" and is incorporated herein by reference.*

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute contracts for the aforescribed services with the following firms and the associated category of work:

1. Fence Service, Inc. d/b/a AAA Fence (fencing)
2. A.A.T. Roofing, LLC (roofing)
3. Custom Built Docks, Inc. (docks/decking)
4. Carpet Wholesaler, Inc. d/b/a Discount Quality Flooring (flooring)
5. Economy Electric Company (electrical)
6. Ellis Mechanical Corporation (plumbing)
7. Flair Service, Inc. (HVAC)
8. Miner Florida, Ltd. (overhead door/electric gates)
9. Peachtree Pest Control (pest control)
10. Premier Elevator Company, Inc. (elevator inspections & repairs)
11. Ruby Builders, Inc. (carpentry)
12. MCH Mechanical, LLC d/b/a Soap & Sea Soft Washing (pressure/power washing)
13. Southern Painting & Waterproofing, LLC (painting/waterproofing)
14. Village Key and Alarm, Inc. (fire alarm monitoring and fire suppression systems)
15. Well-Groomed Lawn Services, LLC (shade structure emergency removal)

SECTION THREE. All other proposals within a particular category described above relative to the aforescribed Project shall be deemed rejected upon the execution of all contracts with those firms in a particular category as listed in SECTION TWO above under the.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 20th day of March, 2018.



BILL PARTINGTON
 Mayor

ATTEST:



J. SCOTT McKEE
 City Clerk

RESOLUTION NO. 2018-56

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF MISCELLANEOUS CRAFTS & TRADES CONTRACTS WITH TWO (2) FIRMS FOR: POOL/SPLASH PAD MAINTENANCE SERVICES AND AUDIO/VISUAL AND THEATRICAL EQUIPMENT SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2018-22; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP No. 2018-22) for pool/splash pad maintenance services and audio/visual and theatrical equipment services relative to various projects throughout the City on an as-needed basis (“the Project”) (*a copy of the form of RFP No. 2018-22 is attached hereto as Exhibit “A” and is incorporated herein by reference*), and

WHEREAS, the City's evaluation committee has reviewed the proposals received and has selected two (2) firms to provide the aforementioned professional services based on the evaluation criteria as stated in the RFP, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the generic form of the miscellaneous crafts & trades contract for the aforementioned services relative to various projects throughout the City. *A copy of the form of the contract is attached hereto as Exhibit “B” and is incorporated herein by reference.*

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute contracts for the aforescribed services with the following firms and the associated category of work:

1. JD's Atlantic Pool Service, LLC (pool/splash pad maintenance services)
2. Protechs of Central Florida, Inc. (audio/visual and theatrical equipment services)

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 1st day of May, 2018.



BILL PARTINGTON
Mayor

ATTEST:



J. SCOTT McKEE
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: January 4, 2022

Subject: Resolution of Intent for Redistricting of City Commission Boundaries

Commission Goal: Community Development - Other

Introduction

This is a request for a Resolution of Intent for the redistricting of City Commission boundaries, as required by the Charter of the City of Ormond Beach based upon the 2020 U.S. Census for Ormond Beach. If approved, the resolution would be advertised for the adoption of the redistricting ordinance scheduled for February 15, 2022 (1st reading) and March 1, 2022 (2nd reading).

Background

The Charter of the City of Ormond Beach states, "The city commission shall review the boundaries of the various zones every ten (10) years, as soon as possible following the official certification of the decennial census to the State of Florida, and give consideration to any changes deemed necessary." The Charter of the City of Ormond Beach provides the specifications of the analysis of the City Commission zones. The specifications state, all zone boundary adjustments shall result in zones which are:

1. Contiguous;
2. Substantially compact;
3. Boundary lines following prominent geographic features, whether natural or manmade, that may include but shall not be limited to rivers, creeks, roads, and railroad lines, while avoiding to the maximum extent possible the division of residential subdivisions; and
4. Based on the principle of equal and effective representation as required by the United States Constitution.

In addition to the criteria in the Charter of the City of Ormond Beach, population must follow Census blocks.

The redistricting process requires several formal actions with specified time intervals. Table 1 provides these dates.

Table 1 - Time Schedule for Reapportionment Process

Timeline	Action Item
December 7, 2021	Commission Workshop
January 4, 2022	Commission Meeting - Resolution of Intent - Adoption of Resolution of Intent to adopt reapportionment ordinance. Resolution must include boundary description of zones.
February 15, 2022	Commission Meeting - First Reading of Ordinance - 1 st reading of reapportionment ordinance at least 30 days after approval of Resolution of Intent.
March 1, 2022	Commission Meeting - Second Reading of Ordinance - City Commission adoption of reapportionment ordinance on 2 nd reading.
March 2, 2022	Volusia County Supervisor of Elections notified of reapportioned zones to coordinate possible precinct changes for 2022 election.

In 2010, the City of Ormond Beach's population was 38,139. The 2020 Census has the City of Ormond Beach's population as 43,080. The difference in population is 4,941 people or 13% over ten years. The change in population is shown per City Commission zone in Table 2.

Table 2 - Population changes from 2010 to 2020

Zone	2010 Population	2020 Population	Population Difference	Percentage Change
1	9,557	11,004	1,447	15.14%
2	9,410	9,853	443	4.71%
3	9,596	11,406	1,810	18.86%
4	9,576	10,817	1,241	12.96%
ALL	38,139	43,080	4,941	12.96%

Each City Commission zone has increased in population with Zone 3 (increase of 1,810 people) and Zone 1 (increase of 1,447 people) increasing the most. Zone 4 had Chelsea Place, Phase 3 develop since the Census. Zone 1 has experienced the annexation of Plantation Oaks and the development of Deer Creek, River Oaks, and Pineland. Zone 1 has the most acreage, but there are several large vacant tracts such as Ormond Crossings and Plantation Oaks.

The goal of redistricting is to distribute the overall population evenly among the four (4) City Commission zones. The target population for each City Commission district would be 10,770. At the December 7, 2021 City Commission workshop, direction was provided to:

1. Shift 479 people from Zone 3 to Zone 1 from Airport Road to the Tomoka River from I-95 to U.S. Highway 1;
2. Shift 1,102 people from Zone 1 to Zone 2 from (a) Halifax River along Beach Street from Granada Boulevard to Cameo Circle and North Beach Street to the state park from Domicilio Avenue to Sanchez Avenue.

Table 3 - Proposed redistricting

Zone	Acres	Target Population	2020 Population	Difference	Percentage Deviation
1	14,435	10,770	10,381	-389	-3.61%
2	3,429	10,770	10,955	185	1.72%
3	3,949	10,770	10,927	157	1.46%
4	2,799	10,770	10,817	47	0.44%
ALL	24,612	43,080	43,080	0	0.00%

The proposed changes do not amend the boundaries of Zone 4. The total population shift is 1,581 and two (2) areas are impacted. The deviation in Zone 1 is proposed at 3.61%. Zone 1 has the most land area in acreage that is expected to see new residential development. It is anticipated that the population deviation would balance out within the next few years with new construction.

Budget Impact

There is no budget impact.

Citizen Impact

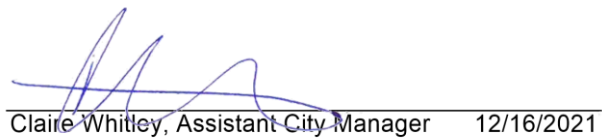
Amending City Commission districts can have impacts on the zone in which residents live within. The purpose of the Charter of the City of Ormond Beach is to provide a re-balancing of City Commission zones, based on population growth and shifts over ten (10) years under certain criteria. The option selected impacts two (2) areas of the city and impacts 1,581 citizens. The option selected does not amend the Zone 4 district boundaries and seeks to shift the least number of people and areas.

Recommendation

It is recommended that the City Commission approve the attached Resolution of Intent for the redistricting of City Commission boundaries. If approved, the resolution would be advertised for the adoption of the redistricting ordinance scheduled for February 15, 2022 (1st reading) and March 1, 2022 (2nd reading).

Attachments:

- 22-07 Redistricting Reapportionment Resolution of Intent (PDF)
- Current City Commission Zones 2010 and 2020 Population (PDF)
- CC Redistricting Map After Workshop (PDF)
- CC Redistricting Map After Workshop - CloseUp (PDF)
- Redistricting Workshop Minutes - December 7, 2021 (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/15/2021
Claire Whitley, Assistant City Manager 12/16/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/20/2021

RESOLUTION NO. 2022-07

A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO ADOPT A REAPPORTIONMENT ORDINANCE; DESCRIBING THE PROPOSED REAPPORTIONMENT BOUNDARIES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 5.09 of the Charter of the City of Ormond Beach requires the City Commission to review the boundaries of the various zones every ten (10) years, as soon as possible following the official certification of the decennial census to the State of Florida, and give consideration to any changes deemed necessary, and

WHEREAS, the City Commission has reviewed the plan for reapportionment at a workshop dated December 7, 2021 and determined that changes should be made to Zones 1, 2 and 3; and that changes to Zone 4 are not necessary, and

WHEREAS, the City Commission finds that the reapportionment plan proposed herein complies with applicable laws and the Charter of the City of Ormond Beach, and will protect the voting rights of citizens of the City of Ormond Beach, and

WHEREAS, Section 5.09 of the Charter of the City of Ormond Beach requires the adoption of a resolution declaring the intention of the City Commission to adopt a reapportionment ordinance, which said resolution must contain a description of the proposed changes, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby declares its intention to adopt at First Reading a reapportionment ordinance thirty (30) days or more from the effective date of this Resolution.

SECTION TWO. The said reapportionment ordinance will propose to change the boundaries of City Commission Zones 1, 2 and 3 of the City of Ormond Beach as hereinafter described:

ZONE 1:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA,
LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF EAST GRANADA BOULEVARD PROJECTED NORTHEASTERLY AND THE EAST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF EAST GRANADA BOULEVARD AND THE CENTERLINE OF WEST GRANADA BOULEVARD TO A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE MEANDERING NORTHWESTERLY ALONG THE WESTERLY BANK OF THE HALIFAX RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CAMEO CIRCLE PROJECTED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CAMEO CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH BEACH STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH BEACH STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DOMICILIO AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DOMICILIO AVENUE PROJECTED SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK; THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK TO POINT OF INTERSECTION WITH CENTERLINE OF SANCHEZ AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SANCHEZ AVENUE TO THE CENTERLINE OF ANDREWS STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF ANDREWS STREET TO THE CENTERLINE

OF GREENWOOD AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF GREENWOOD AVENUE TO THE CENTERLINE OF WEST STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF WEST STREET TO THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO THE POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE MEANDERING SOUTHWESTERLY ALONG THE WESTERLY BANK OF THE TOMOKA RIVER TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF THE INTERSTATE 95 RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE EASTERLY BOUNDARY LINE OF INTERSTATE 95 RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF AIRPORT ROAD TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE NORTHERLY BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE NORTHERLY, SOUTHEASTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE CITY OF ORMOND BEACH CITY LIMITS LINE TO THE POINT OF BEGINNING. TOGETHER WITH ALL PROPERTIES INSIDE THE CITY OF ORMOND BEACH CITY LIMITS NORTH OF SOUTHLAND ROAD AND EAST OF NORTH US HIGHWAY 1

ZONE 2:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA, LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF EAST GRANADA BOULEVARD PROJECTED NORTHEASTERLY AND THE EAST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF EAST GRANADA BOULEVARD AND THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE MEANDERING NORTHWESTERLY ALONG THE WESTERLY BANK OF THE HALIFAX RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CAMEO CIRCLE PROJECTED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CAMEO CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF

NORTH BEACH STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH BEACH STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DOMICILIO AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DOMICILIO AVENUE PROJECTED SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK; THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK TO POINT OF INTERSECTION WITH CENTERLINE OF SANCHEZ AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SANCHEZ AVENUE TO THE CENTERLINE OF ANDREWS STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF ANDREWS STREET TO THE CENTERLINE OF GREENWOOD AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF GREENWOOD AVENUE TO THE CENTERLINE OF WEST STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF WEST STREET TO THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO THE CENTERLINE OF NORTH NOVA ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF NORTH NOVA ROAD TO THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE EASTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF TOMOKA AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF TOMOKA AVENUE TO THE CENTERLINE OF SOUTH ORCHARD STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH ORCHARD STREET TO THE CENTERLINE OF DIVISION AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DIVISION AVENUE TO THE CENTERLINE OF SOUTH CENTER STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH CENTER STREET TO THE CENTERLINE OF HAND AVENUE; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF HAND AVENUE TO THE CENTERLINE OF SOUTH YONGE STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH YONGE STREET TO THE SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE POINT OF BEGINNING

ZONE 3:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA,
LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF THE WEST GRANADA BLVD (SR 40) RIGHT OF WAY AND THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS, THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF VOLUSIA COUNTY AND THE SOUTHERLY BOUNDARY LINE OF FLAGLER COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF VOLUSIA COUNTY AND THE EASTERLY BOUNDARY LINE OF FLAGLER COUNTY; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY LINE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD; THENCE SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF AIRPORT ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF THE INTERSTATE 95 RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE EASTERLY BOUNDARY LINE OF INTERSTATE 95 RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE MEANDERING NORTHEASATERLY ALONG THE BANK OF THE TOMOKA RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO CENTERLINE OF NORTH NOVA ROAD; THENCE SOUTHWESTERLY, AND SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH NOVA ROAD TO THE CENTERLINE OF MAIN TRAIL; THENCE SOUTHWESTERLY, EASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE CENTERLINE OF MAIN TRAIL TO THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF WILLIAMSON BOULEVARD; THENCE SOUTHERLY ALONG THE CENTERLINE OF WILLIAMSON BOULEVARD TO THE SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE CONTINUE WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE POINT OF BEGINNING

SECTION THREE. The City Commission hereby determines that changes to Zone 4 are not necessary, and that the boundaries of said zone shall remain as they presently exist.

SECTION FOUR. Attached hereto and incorporated herein is a graphic depiction of the boundaries described in Section Two.

SECTION FIVE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of January, 2022.

BILL PARTINGTON
Mayor

ATTEST:

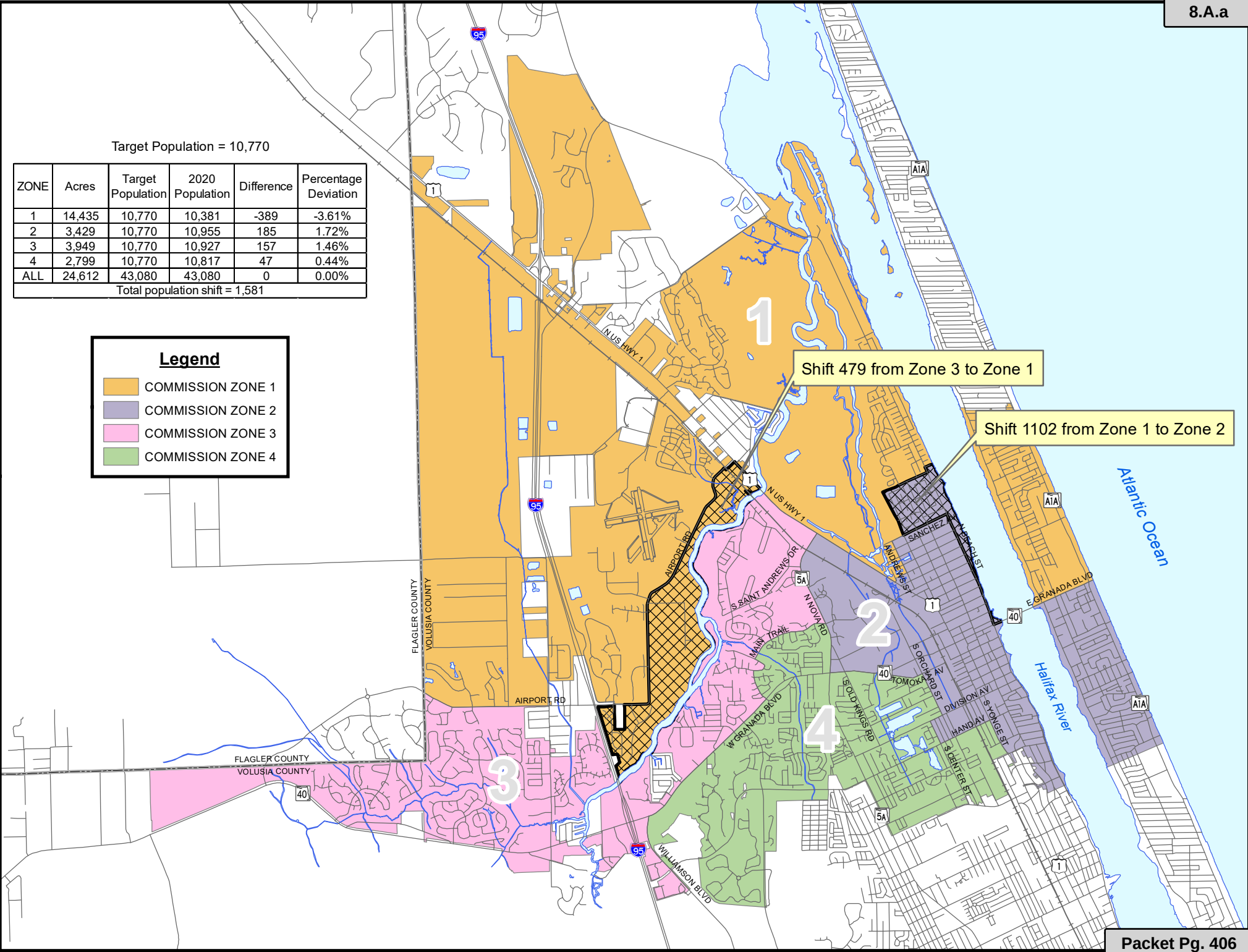
SUSAN CARROLL DAUDERIS
City Clerk

Target Population = 10,770

ZONE	Acres	Target Population	2020 Population	Difference	Percentage Deviation
1	14,435	10,770	10,381	-389	-3.61%
2	3,429	10,770	10,955	185	1.72%
3	3,949	10,770	10,927	157	1.46%
4	2,799	10,770	10,817	47	0.44%
ALL	24,612	43,080	43,080	0	0.00%
Total population shift = 1,581					

Legend

- COMMISSION ZONE 1
- COMMISSION ZONE 2
- COMMISSION ZONE 3
- COMMISSION ZONE 4





ORMOND BEACH PROPOSED CITY COMMISSION ZONES with 2010/2020 POPULATIONS

MAYOR BILL PARTINGTON



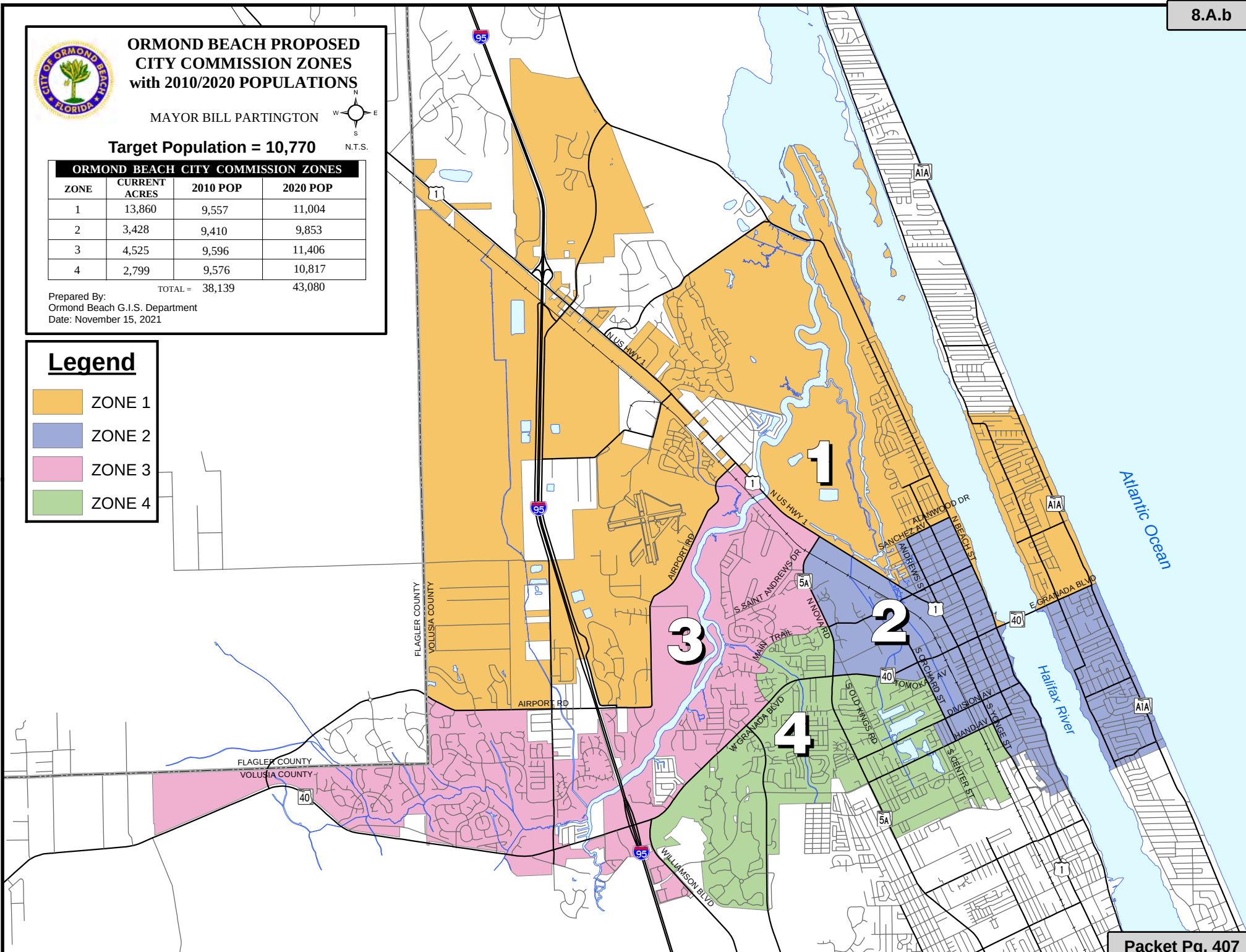
Target Population = 10,770

ORMOND BEACH CITY COMMISSION ZONES			
ZONE	CURRENT ACRES	2010 POP	2020 POP
1	13,860	9,557	11,004
2	3,428	9,410	9,853
3	4,525	9,596	11,406
4	2,799	9,576	10,817
TOTAL =		38,139	43,080

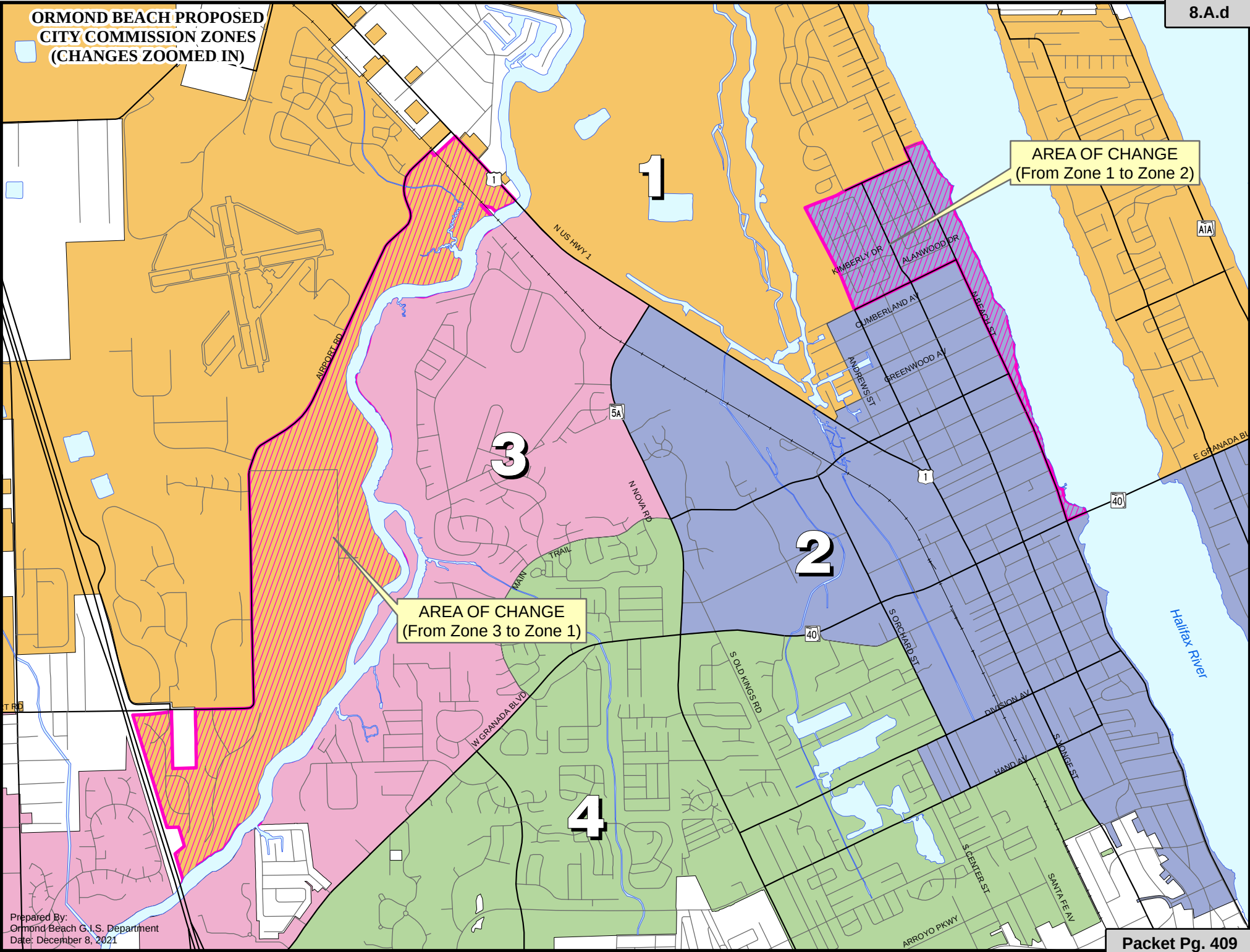
Prepared By:
Ormond Beach G.I.S. Department
Date: November 15, 2021

Legend

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4



**ORMOND BEACH PROPOSED
CITY COMMISSION ZONES
(CHANGES ZOOMED IN)**



**MINUTES
CITY OF ORMOND BEACH
CITY COMMISSION
CITY COMMISSION ZONE REDISTRICTING, PROCESS AND OPTIONS WORKSHOP**

December 7, 2021

5:30 p.m.

City Commission Conference Room

I. CALL TO ORDER

Mayor Bill Partington called the meeting to order at 5:30 p.m.

Present were Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, Assistant City Attorney Scott McKee, City Clerk Susan C. Dauderis, Planning Director Steven Spraker and GIS Analyst Eric Dickens.

II. DISCUSSIONS

Ms. Joyce Shanahan, City Manager, explained the Commission Zone redistricting was on a tight deadline and needed to be submitted to the Supervisor of Elections office no later than the second City Commission meeting in March of 2022.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation and explained the redistricting process was completed every ten years after the United States Census. He stated per the 2020 census Ormond Beach had about a 13 percent growth rate over the prior ten years and had 43,080 residents. He stated the redistricting process was to allow each zone to have the same number of residents, with a maximum of a five percent variation. He explained the six options he would review had a maximum of a three percent variance. He explained the redistricting must follow the census blocks, which were the smallest geographic data set and the target population for each zone would be 10,770 people. He reviewed the six options, noting the population shift, the deviation percentage from the target goal number and how many areas were affected. He discussed Option 1 which affected 999 people, the highest deviation was 1.74 percent, and affected three areas. Option 2 had a population shift of 2,050, a high of 0.54 percent for the deviation, and changed five areas. Option 3 had a population shift of 2,032, a high deviation of 3.04 percent and affected five areas. Option 4 had a population shift of 1,108, a high deviation of 2.67 percent and changed four areas. He noted Option 5 was the most aggressive with a population shift of 4,232, a deviation high of 3.00 percent and affected six areas. Option 6 had a population shift of 1,661, a 1.46 percent for the highest deviation and changed 3 areas.

Mayor Partington inquired about what census blocks were; whereby, Mr. Spraker explained a census block was the lowest geographic area in the census, noting they were like building blocks of the zones. Mayor Partington asked how many census blocks were within the city; whereby, Mr. Eric Dickens, Geographic Information System (GIS) Analyst, stated the city had 787 census blocks, noting some blocks had no citizens as they were commercial areas.

Commissioner Persis thanked Mr. Dickens and staff for their hard work on the maps. She inquired if in Options 4, 5 and 6 if the area south of Airport Road was the same throughout all three options; whereby, Mr. Dickens stated it was the same census blocks for that area change.

Mayor Partington inquired which option would be best for 2031 when the city would have to complete the redistricting process again; whereby, Mr. Spraker explained Option 5 started the process but there was no one option better than the others. Mr. Spraker discussed the population potential in different areas, noting it was hard to prepare for the next redistricting when the zones needed to stay within a five percent variation.

Commissioner Kent inquired about the highest target population deviation percentage; whereby Mr. Spraker explained the census guidelines recommended a maximum of a five percent deviation while the Florida League of Cities recommended a maximum of a three percent deviation.

Commissioner Persis stated her preferences were Option 4 and Option 6.

Commissioner Littleton stated he preferred Option 6 with Option 4 as a second choice.

Mayor Partington agreed that he liked Option 6 but requested the Andrews Street segment be kept as Zone 2.

Commissioner Selby discussed the zones and deviations, noting Zone 2 was the only zone in need of more people. He stated four of the six options affected all four zones, but two options impacted three zones. He stated his concerns with Option 1 and changing The Trails subdivision from two zones to three zones. He stated he liked that Option 6 utilized natural boundaries and had the fewest number of changes.

Commissioner Kent expressed his concerns for the east side of North Beach Street as Zone 1 and requested it be changed to Zone 2. He also discussed his concern with Zone 2 not having growth like Zones 1 and 3. He stated he liked Option 1 as it would give Zone 2 more residents. He explained he would be in favor of Option 1 or Option 6 with a few more adjustments, agreeing with Mayor Partington to leave the Andrews Street segment as Zone 2 as well as the east side of North Beach Street.

Mayor Partington discussed possible rank choice voting for the future, as the Commissioners have a team attitude and would not turn away a citizen just because they were not in that Commissioner's Zone. He explained the suggestion was for the Commission to think about the future. He believed Option 6 was the least disruptive. He inquired how many people would be added to Zone 2 with the east side of North Beach Street up to Sanchez Avenue; whereby, Mr. Dickens explained the Commission would be unable to do that as that would break a census

block. Mr. Dickens stated there were two census blocks in that area; the first census block was from Granada Boulevard to Melrose Avenue and included 19 people, and the second census block was from Melrose Avenue to Cameo Circle and included 84 people.

Commissioner Persis stated she would be in favor of the changes.

Commissioner Kent inquired if the east side of North Beach Street was required to remain Zone 1 to maintain its contiguous status with the beachside portion of Zone 1; whereby, Mr. Dickens informed him that section could be changed to Zone 2.

Mr. Randy Hayes, City Attorney, explained that back in 2011 when the last redistricting was completed he believed it may have been the mindset of the majority of the Commission to maintain contiguity with the beachside zone 1 district, but was not required.

Commissioner Selby clarified it would be 103 people that would move from Zone 1 to Zone 2 with the change of the two census blocks from the east side of North Beach Street and inquired how that would affect the deviation percentage; whereby, Mr. Dickens stated with the two census blocks being added and the Andrews Street segment remaining with Zone 2 the deviation percentage would be within the acceptable range.

Commissioner Kent stated he would be favor of the change and believed it would assist in the next redistricting.

Mr. Hayes explained the charter was a guideline and there was plenty of other criteria that would satisfy the contiguous portion, noting it was up to the Commission to interpret. He read Paragraph 5 of Section 5.09 from the charter:

“Specifications. All zone boundary adjustments shall result in zones which are contiguous and substantially compact, with boundary lines following prominent geographic features, whether natural or manmade, that may include but shall not be limited to rivers, creeks, roads, and railroad lines, while avoiding to the maximum extent possible the division of residential subdivisions, and which are based on the principle of equal and effective representation as required by the United States Constitution.”

Mr. Hayes stated as long as the Commission stayed within the specified deviation range, then the changes should be acceptable.

Commissioner Persis inquired when the redistricting would take place; whereby, Mr. Spraker stated it would be sent over to the Supervisor of Elections in March and would be applicable to the 2022 election.

Ms. Shanahan inquired if there was a consensus to keep the Andrews Street segment in Zone 2 and add the two census blocks on the east side of North Beach Street from Zone 1 to Zone 2; whereby, the entire Commission agreed.

Ms. Shanahan explained the next step in the redistricting process would be to bring the Commission a Resolution of Intent on January 18, 2022; whereby, Commissioner Selby inquired if it could be brought earlier. Ms. Shanahan stated it was possible and would note to bring the resolution to the January 4, 2022, City Commission meeting.

Commissioner Selby inquired if the Commission was required to wait 30 days before finalizing; whereby, Ms. Shanahan stated that was correct, the resolution needed to be passed 30 days before the ordinance was brought to the Commission.

Mayor Partington inquired if the resolution could be passed at the first January meeting and the ordinance at the two February meetings; whereby, Ms. Shanahan stated it could not, as the resolution needed the full 30 days and that timeframe would not allow it. She explained if the resolution passed at the first January meeting then the ordinance would come before the Commission on the second meeting of February and the first meeting in March, which would allow staff time to produce all required documentation to the Supervisor of Elections office before the due date.

Commissioner Selby inquired about the Mayor's comments on rank choice voting; whereby, Mr. Hayes stated it could be changed if the Commission changed the charter, but would ultimately be up to the voters.

III. ADJOURNMENT

The meeting was adjourned at 6:12 p.m.

Transcribed by: Taylor Lochert