



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
May 2, 2023
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Teacher Appreciation Week
 - B. Professional Municipal Clerks Week
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - April 18, 2023

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. 2023-84: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE RELATIVE TO FUNDING ASSISTANCE FOR THE HIRING OF TWO POLICE OFFICERS UNDER THE COPS OFFICE HIRING PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS**

INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Loretta Moisio, Grants Coordinator, (386) 676-3315*

- B. **RESOLUTION NO. 2023-85:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2023 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY \$32,585.00; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-86:** A RESOLUTION ACCEPTING PROPOSALS FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE REHABILITATION OF LIFT STATIONS LS-11M AND LSOBSC3; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-87:** A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE TO COUNTY OF VOLUSIA FOR TRAFFIC SIGNAL MAINTENANCE UNDER AN INTERLOCAL AGREEMENT FOR MUNICIPAL SERVICES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director, (386) 676-3292*

- E. **RESOLUTION NO. 2023-88:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND JAMES TAYLOR, JR., FOR PROPERTY LOCATED AT 313 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*

- F. **Edward Byrne Memorial Justice Assistance Grant Program**

Staff Contact: *Loretta Moisio, Grants Coordinator, (386) 676-3315*

Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

- G. **Collaborative Agreement with SCORE to Provide Business Assistance Services**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

- H. **Intent to Bid - Airport Business Park Collector Road Extension**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

I. Intent to Bid - 2023 Roadway Resurfacing

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

J. Memorial Marker at Sanchez Park

Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

K. 2023 Floodplain Management Annual Progress Report

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

L. FEMA Grant Mitigation Opportunities and Grant Compliance Services

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
Disposition: Approve as recommended in the City Manager memorandum dated May 2, 2023.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2023-21:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. ORDINANCE NO. 2023-22:** 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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR);

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

- C. **ORDINANCE NO. 2023-23:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2023-24:** AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 860 HULL ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-14-0020) AND 1399 HULL TRAIL (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-16-0010); SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; 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.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

April 18, 2023	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Lieutenant John Borzner
 - B. National Crime Victims' Rights Week
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - March 21, 2023
- 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. 2023-69:** A RESOLUTION AUTHORIZING THE EXECUTION OF A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Jesse Godfrey, Police Chief, (386) 676-3500
 - B. **RESOLUTION NO. 2023-70:** A RESOLUTION ACCEPTING THE PROPOSAL OF ROYAL PEST SERVICES, INC. TO PROVIDE PEST CONTROL SERVICES FOR THE CITY; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - C. **RESOLUTION NO. 2023-71:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND HUBBARD CONSTRUCTION COMPANY D/B/A MID FLORIDA MATERIALS REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325
 - D. **RESOLUTION NO. 2023-72:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS BETWEEN THE CITY OF ORMOND BEACH AND MERREL BROS., INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- E. **RESOLUTION NO. 2023-73:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM SEDIVISION, LLC. REGARDING INSPECTION OF THREE TANKS AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- F. **RESOLUTION NO. 2023-74:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM ANDRITZ SEPARATION, INC. TO REFURBISH A CENTRIFUGE AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

- G. **RESOLUTION NO. 2023-75:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR CORROSION INHIBITOR FROM AMAYA SOLUTIONS D/B/A AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292

- H. **RESOLUTION NO. 2023-76:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292

- I. **RESOLUTION NO. 2023-77:** A RESOLUTION AUTHORIZING THE EXECUTION OF TWO CONSENTS TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE NEW CORPORATE ENTITY PROVIDING GENERAL CIVIL ENGINEERING SERVICES AND TRANSPORTATION PLANNING & ENGINEERING SERVICES FROM TRAFFIC ENGINEERING DATA SOLUTIONS, INC. TO STANLEY CONSULTANTS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **RESOLUTION NO. 2023-78:** A RESOLUTION ACCEPTING A PROPOSAL FROM ATLANTIC DRAFTING & SURVEYING, INC. TO PROVIDE ENGINEERING SERVICES TO CONDUCT A TOPOGRAPHIC SURVEY OF A PORTION OF AIRPORT ROAD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- K. **RESOLUTION NO. 2023-79:** A RESOLUTION ACCEPTING THE PROPOSAL OF TRIEN & ASSOCIATES, INC. REGARDING TELECOMMUNICATION EVALUATION AND UPGRADE SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- L. **RESOLUTION NO. 2023-80:** A RESOLUTION OF THE CITY COMMISSION APPROVING AND ADOPTING THE CITY'S 2023 STRATEGIC PLAN UPDATE; AND PROVIDING AN EFFECTIVE DATE.

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

- M. **RESOLUTION NO. 2023-81:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF JEREMY GOSS; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randy Hayes, City Attorney, (386) 676-3217

- N. **RESOLUTION NO. 2023-82:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY JORDAN BANONIS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randy Hayes, City Attorney, (386) 676-3217

- O. **Invitation to Bid - Sidewalk Repairs, Spring Meadows**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

- P. **Acceptance of Sexual Predator, Sexual Offender, Career Criminal, FL Career Offender and Felon Compliance & Registration MOU**

Staff Contact: Jesse Godfrey, Police Chief, (386) 676-3500

Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

- Q. **Live Local Act, Senate Bill 102**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

- R. **City Manager Status Report, March 2023**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2023-09:** 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 TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY

RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2023-10:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2023-21:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2023-22:** 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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **ORDINANCE NO. 2023-23:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN

EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-83:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR THE "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND; 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. **Andy Romano Beachfront Park Repair Options**

Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292

10. **REPORTS, SUGGESTIONS, REQUESTS**

11. **ADJOURNMENT**

MINUTES

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Pastor George Ward, Emmanuel Church of the Living God, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentation and Proclamations

Item 4A – Lieutenant John Borzner

Mayor Partington presented a proclamation to Lieutenant John Borzner for his graduation from the University of Louisville’s Southern Police Institute’s 91st Command Officer Development Course.

Item 4B – National Crime Victims’ Rights Week

Mayor Partington proclaimed the week of April 23-29, 2023, as National Crime Victims’ Rights Week in the City of Ormond Beach and presented Ormond Beach Police Department Victim Advocate Evelyn Rebstini with a proclamation.

Item #5 – Audience Remarks

Mr. Ike Leary, 1 South Beach Street, stated the floating dock at Cassen Park was open and addressed an email received by the Commission regarding overnight dockage. He expressed concerns regarding the safety and security cameras.

Ms. Suzanne Schreiber, 548 Sandy Oaks Boulevard, discussed several environmental items including Volusia Forever was accepting submissions for land conservation, Indian River Lagoon Citizens Advisory Committee had a grant program the city could utilize for projects related to Halifax River, and provided the city with storm drain stencils. She requested the city consider joining Volusia County anti-litter campaign or launch a city program.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the March 21, 2023, 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 hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of the March 21, 2023, City Commission meetings minutes.

The motion passed 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 Briley, for approval of the consent agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Persis discussed her support of Item 7A, Voluntary Cooperation Mutual Aid Agreement to continue to participate in the Orlando Regional Operations Center Child Abduction Response Team, and 7P, Acceptance of Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding.

Commissioner Sargent stated Item 7B, Pest Control Proposal Acceptance, had minimal response and requested the city look into the bidding process.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Zoning Map Amendment, Tymber Creek Apartments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-09
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 TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the zoning map amendment and development order would be reviewed together. He reviewed the location of the proposed apartments and explained the property had three separate zonings, noting two of the parcels were annexed into the city. He clarified the zoning amendment was seeking to take the Volusia County zoning from the annexation parcel and the Ormond Beach B-8 zoning and go to the Planned Business Development (PBD), noting the

zoning map amendment would not approve a site plan or development order; it only provided the framework for the next action which would be the development order. He stated the Planning Board denied the zoning map amendment and noted when the item was brought before them the features of the proposed apartment included ten buildings with 300 units with the recommendation to remove building eight. He explained with the removal of building eight the staff review of the site plan included 270 units. He reviewed all the changes made including a reduction in units from 300 to 270, density change to 16.44 units per acre, reduced the number of buildings to eight and increased the size of building three, four and eight, the access from Tymber Creek Boulevard was for emergency access noting the primary access was at West Granada Boulevard and were saving seven historic trees. He stated the developer completed multiple traffic studies and indicated the trip generation was lower than if it were a commercial parcel. He advised the project was approved by the Saint John's River Water Management District for stormwater and wetlands permitting. He reviewed the natural buffers and explained the item was brought before the Commission due to the density, height of building and length of building. He explained there were correspondence from citizens included in the packet. He indicated the Commission could approve as presented, approve with conditions or deny the items.

Mr. Mark Watts, Attorney from Cobb Cole, presented the project and proposed apartments and reviewed the features. He explained the different zonings that were allowed including the potential big box store. He reviewed the meetings with the surrounding neighborhood and changes made based on the revisions that came from the meetings. He showed a comparison of the prior site design with the revised design. He discussed the high-quality features and amenities that would be provided if approved. He noted the developer looked into the access strategies. He explained per the comprehensive plan the developer was at half the allowed density. He discussed the Live Local Act explaining the developer could move forward with a minimum of 40 percent affordable housing if the project was not approved by July 1, 2023.

Ms. Donna Owens, 81 Hollow Branch Crossing, voiced concerns regarding density, traffic, and the proposed entrance and exit to the property. She noted the surrounding area was single-family and apartments would not match the surrounding communities.

Mr. Richard Weiss, 12 Moss Point Drive, stated the current zoning allowed for ten units per acre and expressed concerns for higher density. He discussed the lack of wild life, heavy traffic and lack of medical infrastructure for the higher density.

Mr. Mike Lambert, 20 Moss Point Drive, discussed the Planning Boards recommendation and reviewed the research he completed on the developer and builder. He requested the Commission consider denying the request.

Mr. Ron Hoopper, 44 Ashford Court, voiced concerns regarding the increased density, entrance and exit and the heavy traffic.

Ms. Safee Resto, 118 Willow Bend, expressed concerns regarding traffic, density and water demand. She stated the surrounding communities were single-family homes and believes the property should be similar. She discussed school traffic and long waits at hospitals.

Mr. Troy Railsback, 13 Indian Springs Drive, explained he was there as the President of the Indian Springs Home Owners Association (HOA). He stated the HOA participated in the evolution of the project and expressed concerns of the impact to the area and Indian Springs. He noted the formal position of the HOA was to support the current iteration of the plan with building count, placement, wall around the property and elimination of balconies facing Indian Springs.

Mr. Michael Gentry, 10 Indian Springs Drive, stated he met with city staff, the developer and the developer's attorney, and noted the revised plans were the best option for the Indian Springs neighborhood.

Ms. Christina Delage, 3051 Deep Woods Way, expressed concerns regarding the heavy traffic, property values and nature areas.

Mr. Tom Verna, 64 South Center Street, voiced concerns regarding the heavy traffic and U-turns out of the proposed complex. He discussed tree cutting, saving of seven historic trees and low-impact development.

Mr. Mike Willard, 15 Moss Point Drive, expressed concerns regarding density, entrance and exit and increased traffic. He requested the Commission deny the request.

Commissioner Briley inquired about the PBD, the three zoning parcels and what would happen if the PBD was denied; whereby, Mr. Spraker stated the city would administratively rezone the open-space conservation to a special environmental and residential office-retail to a B-1 zoning classification. He inquired if the applicant would be allowed to have as many units with that zoning classification; whereby, Mr. Spraker stated the classifications had height limits and a maximum of ten units per acre which would allow a maximum of 164 units. Mr. Spraker stated after July 1, 2023 the Live Local Act would affect that number and could allow it to increase to more units than the proposed project.

Commissioner Tolland inquired with the Live Local Act if the property could accommodate the numbers presented by Mr. Watts at 525 units; whereby, Mr. Spraker stated it would be allowed but was hard to say without an engineered plan. Mr. Spraker clarified the Live Local Act would exempt the density and height restrictions but would not exempt the landscape buffers and setbacks.

Commissioner Sargent stated developers have rights to develop but noted density was a major concern. He noticed the school concurrency expired and inquired if it had been updated; whereby, Mr. Watts stated it was not updated at the time but noted it would be before the development order was approved. He discussed the wait times at the emergency rooms, heavy traffic and density of the proposed project. He inquired if the developer would be willing to go down on the number of units and noted a plan was brought before the Site Plan Review Committee at 164 units.

Mr. Watts discussed the school concurrency letter. He explained Ormond Beach was an area people wanted to move to and the apartments would help with that growth.

Mr. Garrison McMillan, Tellus Partners, explained the property was purchased in June of 2021 and worked with the community to develop something the community needs. He noted 164 was what the property was zoned for but with the Live Local Act they could increase above what was presented and indicated he would prefer to move forward with the presented plan as it was best use for the community.

Commissioner Persis stated she spoke with many residents in the surrounding area and noted the lack of community support for the item. She expressed concerns regarding heavy traffic, the proposed plan was not compatible with the surrounding communities and noted over 2,500 people signed a petition against the project. She indicated she would not support the item.

Commissioner Tolland disclosed she spoke with the developer, Mr. Watts and residents regarding these items. She discussed the number of residents against the project, Planning Board denial and lack of support of the project. She reviewed the revisions from the developer meeting with Indian Springs residents and addressing their concerns but noted other neighborhoods did not support the plan. She addressed the options presented before the Commission and expressed concerns regarding traffic and safety. She presented the idea of approving the project with a lower density and noted if an agreement could not be reached on a lower density, she was considering denying the project.

Commissioner Sargent reviewed apartments that were recently built in the surrounding cities. He requested a lower density for the project noting if the density was not lowered he would not support the project. He disclosed he met with the developer, Mr. Watts, Mr. McMillan and residents of the surrounding neighborhoods.

Commissioner Briley stated the biggest concern was the density and traffic. He disclosed he met with Mr. Watts, Mr. McMillan and residents of the surrounding neighborhoods. He requested a discussion to decrease density, noting 164 units was more palatable than 270. He explained he would rather the city and developer come to an agreement instead of the state deciding due to the Live Local Act.

Mayor Partington disclosed he met with Mr. Watts and Mr. Garrison. He noted he read the concerns from citizens at the Planning Board meeting, in the packet provided and during the comments tonight and understands their concerns.

Commissioner Persis disclosed she met with Mr. Watts and Mr. Garrison.

Mayor Partington voiced his concerns with the Live Local Act.

Mr. Randy Hayes, City Attorney, explained the affect of the new law allows for administrative review and the project would not go before the Commission after that administrative review. He noted the Commission would need to decide if the application before them was better than the alternatives available to the developer.

Mayor Partington inquired how many units the developer could have due to the Live Local Act; whereby, Mr. Spraker discussed the height allowed within the surrounding area, the impact of the Live Local Act, but noted parking would be an issue for a large number of units. Mr. Spraker explained he did not believe they would be able to get over 500 units but it could be over 300 units.

Commissioner Briley inquired about public transportation being available since Votran did not go west of Interstate 95; whereby, Mr. Spraker stated the public transportation access was a part of a tax credit program and the applicant may or may not be utilizing that program.

Commissioner Sargent asked if public comments could be re-opened due to the information of the Live Local Act to see if it changed anyone's stance.

Commissioner Persis inquired if single-family homes were considered; whereby, Mr. Spraker stated the zoning would not allow for single-family homes noting the Commission would have to approve a land use change and zoning amendment.

Commissioner Briley agreed with Commissioner Sargent and asked if the public comments could be re-opened. He suggested tabling the item until the Commission had more information on the Live Local Act.

Mr. Watts reviewed the Live Local Act and when it was passed, would go into effect and what it meant. He explained the developer would develop a multi-family structure on the property but the question was what type would be built.

Mayor Partington inquired how low the developer was willing to go on density; whereby, Mr. Garrison stated the original plan was 300 units, it was down to 270, and that was the lowest.

Mayor Partington inquired if the Commission would allow the public to comment again on the item with the Live Local Act information; whereby, the Commission agreed.

Commissioner Sargent clarified there was another proposed project that went before the Site Plan Review Committee for the property at 164 units and was under affordable housing.

Ms. Owens voiced her concerns regarding hospital staffing and no public transportation. She requested the Commission table the items until more information was provided.

Mr. Weiss stated the citizens did not support the project and noted he believed the applicant and staff were presenting worst case scenarios. He explained he did not believe those were necessarily how the project would be completed and requested more information before the Commission made their decision.

Mr. Lambert stated the Live Local Act could be challenged and told the developers if they could get their 300 units in July to wait until then.

Mr. Hoopper and Ms. Resto waived their time.

Mr. Railsback stated the Indian Springs HOA did not want a commercial building adjacent to their neighborhood and explained traffic was a major concern but was satisfied with the revised plan.

Mr. Gentry stated he did not know about the Live Local Act but explained he preferred the plan presented and did not want any form of affordable housing.

Ms. Delage stated her stance had not changed with the Live Local Act information. She noted there were many concerns with an apartment there and lack of infrastructure. She requested more information on the Live Local Act before the Commission decided.

Mr. Verna and Mr. Willard waived their time.

Reverend Floyd Narcisse, 200 Live Oak Avenue, explained affordable housing did not mean drugs would be involved. He believed the developer would do what they wanted after July 1, 2023 and encouraged residents to be kind to each other.

Commissioner Tolland inquired if potential numbers were already gathered by the applicant; whereby, Mr. Harry Newkirk, Newkirk Engineering, stated parking would be increased with the Live Local Act as the height would be increased and parking would be added under the buildings, therefore the number of units could be increased to potentially 470 units. He discussed the increased traffic, U-turns and street improvements that would happen due to the proposed development.

Mr. Watts stated the proposed development met the city standards. He explained they would understand if the Commission tabled the item to a future meeting as they allowed the applicant the same courtesy when the applicant was meeting with residents and applying the revisions based on the meetings.

Commissioner Persis stated she would prefer single-family homes and could not support multi-family structures due to the safety aspect.

Mr. Watts stated the zoning items would not exempt them from the standards of the city, county and state. He explained the presented project met the technical standards and noted the deficiencies in place regarding traffic could not be on the applicant to fix.

Commissioner Briley moved, seconded by Commissioner Tolland, to table Ordinance 2023-09 and Ordinance 2023-10 until the May 16, 2023 City Commission meeting.

Mayor Partington requested staff add something to the website to help educate the public on the Live Local Act.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #8B – Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development

ORDINANCE NO. 2023-10
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE “TYMBER CREEK APARTMENTS”; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Item #8C – 1755 North U.S. Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-21
AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE

PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was a request for annexation at 1755 North U.S. Highway 1 and was within the interlocal service boundary agreement. He noted staff supported the annexation.

Commissioner Tolland moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-21, on first reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #8D – 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-22
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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker reviewed the item noting the land had a development order through a Planned Residential Development (PRD) and explained the land had the PRD but no longer had the development order. He stated the applicant was seeking to return to the original zoning of Suburban Residential and noted staff and the Planning Board recommended approval.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-22, on first reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8E – Land Development Code Amendment: Section 1-27, Impact Fees (Impact Fee Credits)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-23
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was a Land Development Code amendment based on the Impact Fee study noting the Commission wanted to remove the expiration of impact fees over time. He stated staff and the Planning Board recommended approval.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-23, on first reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #8F – Ormond Gateway Preliminary Plat, Revision to 8 Lots

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-83
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR
THE "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND;
ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker reviewed the item, noting the application was for a preliminary plat and did not ask for zoning variances or waivers. He explained staff and the Planning Board recommended approval.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-83, as read by title only.

Commissioner Tolland requested the applicant consider respecting the wetlands and utilizing native plants when moving forward.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Discussion and Direction Items

Item #9A – Andy Romano Beachfront Park Repair Options

Mr. Shawn Finley, Public Works Director, provided an update on Andy Romano Beachfront Park. He reviewed the damage from the 2022 hurricanes. He explained staff was looking into a concrete ramp instead of a wooden ramp. He stated the consultants were looking at a new Cantilever seawall, as the seawall was not repairable and did not meet current code requirements. He stated, with the construction of the seawall, staff would have as much of the park open as possible. He reviewed the project timeline noting possible construction completed by April of 2024.

Commissioner Sargent inquired if the park would be fully open for summer; whereby, Mr. Finley stated the park was fully open, other than the ramp access and north end of the playground.

Item #10 – Reports, Suggestions, Requests

Events and Congratulations

Ms. Joyce Shanahan, City Manager, reviewed upcoming workshops and events including the Police Unity Tour, Earth Day, Swing into Spring Concert Series and Art in the Park. She provided an update on the sidewalk banding project and Performing Arts Center renovation project.

Ms. Claire Whitley, Assistant City Manager, noted for the sidewalk banding project, the Commission would be able to go to Washington Street and see a sample anytime after Friday, April 21, 2023.

Commissioner Persis discussed the events she attended including the Commission's visit to Washington D.C., Florida Legislative Action Days in Tallahassee and Celtic Festival. She thanked Mr. Paul Holub for his support of the Police Athletic League.

Commissioner Briley discussed the events he attended including the visit to Washington D.C. and Legislative Action Days.

Commissioner Tolland thanked the Commission and city for allowing the Commission to visit Washington D.C. and Legislative Action Days. She congratulated Mr. Finley on securing funds for water projects. She discussed the Volusia County approval of the Regrow the Loop initiative and hoped the city would join. She inquired if staff looked into the safe road's initiative; whereby, Ms. Shanahan indicated there was no update. She asked if there was an update on the Leisure Services Advisory Board; whereby, Ms. Shanahan indicated it would be brought back at a future meeting.

Mayor Partington discussed the Opioid Abatement Taskforce meeting and explained the board approved adding an alternate member for each member. He stated Commissioner Tolland was interested in serving.

Hunter's Ridge

Mr. Hayes provided an update on the Hunter's Ridge compliance issues with the developers and discussed the history of the property. He explained if the compliance issues were not resolved, the city would provide the developer with a Notice of Intent that may result in a hearing and staff could suspend provision of all services.

Requests

Commissioner Sargent inquired if the Commission would be interested in staff looking into the golf cart regulations within the city compared to surrounding cities; whereby, the Commission agreed to have staff look into golf carts.

Commissioner Tolland inquired if the Commission would be interested in looking into the landscape ordinances to support increasing the percentage of native plants; whereby, the Commission agreed to have staff look into the landscape ordinances.

Mayor Partington stated he would like to send a letter to the Volusia County School Board supporting the administering of Narcan within the schools; whereby, the Commission supported a letter from him.

Item #11 – Adjournment

The meeting was adjourned at 10:06 p.m.

APPROVED: May 2, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.A
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-84	
Strategic Goal:	Public Safety - Other			
Department :	Finance - Grants			
Subject:	COPS 2023 Hiring Program Application Submittal			
Budget Impact:	The total estimated cost for salaries and fringe benefits for two (2) officers for 36 months is \$514,856. If grant funding of \$250,000 is approved, the City's cost over the 36 months would total \$264,856. These positions must be added to the City's budget above the number of locally funded positions that would have existed in the absence of the grant funding.			
Summary:	This is a request to submit a grant application under the COPS 2023 Hiring Program to hire two (2) police officers which would cover 75% of salaries and benefits over a three-year period with the City's required match being 25%.			
Recommended Action:	It is respectfully requested that the City Commission authorize the on-line grant submittal to the U.S. Department of Justice in the amount of \$250,000 as outlined above and authorize the execution of any and all documents necessary to accept a grant award.			
Staff Contact:	Loretta Moio, Grants Coordinator, (386) 676-3315			
Approval:				
Kelly McGuire, Finance Director		4/25/2023		
Claire Whitley, Assistant City Manager		4/25/2023		
Joyce Shanahan, City Manager		4/25/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Loretta Moio, Grants Coordinator
Date: May 2, 2023
Subject: COPS 2023 Hiring Program Application Submittal
Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission to approve the submittal of an on-line grant application to the U.S. Department of Justice under the Fiscal Year (FY) 2023 COPS Hiring Program (CHP) for \$250,000 in grant funding to support salaries and benefits for two (2) new police officers over a three (3) year period.

Background

The FY 2023 CHP will provide up to 75% of the approved entry level salaries and fringe benefits of full-time officers for a 36-month grant period with a minimum 25% local cash match and a maximum federal share of \$125,000 per officer. Following the 36-month grant period, each agency must retain all sworn officer positions awarded for a minimum of 12-months. The deadline for on-line submission is May 11, 2023. The COPS Office anticipates making CHP award notifications prior to September 30, 2023. The period of performance will be for five (5) years in order to accommodate the time needed for recruitment and hiring.

Discussion

The ability to add two (2) police officers would assist in serving Ormond Beach residents and businesses, continue to build trust in the community, and offer valuable services that ensure our community's safety and well-being. The Police Officers will address the impacts of growing populations in our neighboring cities, ensure safety during special events throughout the year, and continue efforts to minimize crime in our area.

Budget Impact

The total estimated cost for salaries and fringe benefits for two (2) officers for 36

months is \$514,856. If grant funding of \$250,000 is approved, the City's cost over the 36 months would total \$264,856. These positions must be added to the City's budget above the number of locally funded positions that would have existed in the absence of the grant funding.

Citizen Impact

Additional police officers will promote an increased level of safety and provide for increased responsiveness to residents and businesses.

Recommendation

It is respectfully requested that the City Commission authorize the on-line grant submittal to the U.S. Department of Justice in the amount of \$250,000 as outlined above and authorize the execution of any and all documents necessary to accept a grant award.

Attachments:

1. 23-84 COPS Hiring Grant App (P23-0071G)
2. COPS Hiring 2023 Solicitation
3. DRAFT Grant Application

Approvals:



Kelly McGuire, Finance Director

Date: April 25, 2023



Claire Whitley, Assistant City Manager

Date: April 25, 2023



Joyce Shanahan, City Manager

Date: April 25, 2023

RESOLUTION NO. 2023-84

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE RELATIVE TO FUNDING ASSISTANCE FOR THE HIRING OF TWO POLICE OFFICERS UNDER THE COPS OFFICE HIRING PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Justice has a current grant cycle open under the COPS Office Hiring Program from which the City can request maximum funding assistance in the amount of \$125,000.00 per officer, and

WHEREAS, the City Commission desires to submit an on-line grant application to the U.S. Department of Justice under the COPS Office Hiring Program for the purpose of obtaining funding assistance in the amount of \$250,000.00 to fund the salary of two entry-level police officers over a three-year period (a copy of said application being attached hereto and incorporated herein by reference), and

WHEREAS, the City is required to make a matching contribution of at least 25% of the total cost of the salary and fringe benefits for the officers, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application, including any and all documents that are necessary and incidental thereto, to the U.S. Department of Justice under the COPS Office

Hiring Program in the amount of \$250,000.00 to fund the salary of two entry-level police officers over a three-year period.

SECTION TWO. The Mayor and City Manager are hereby further authorized and directed to execute any contract, including any and all documents that are necessary and incidental thereto, for the City to accept the grant award.

SECTION THREE. The City Manager hereby certifies that the City's matching funds in the amount of \$264,856 will be appropriated in the General Fund Police Budget prior to acceptance of the grant award and will not be appropriated for any other purpose.

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

APPROVED AND AUTHENTICATED this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

U.S. Department of Justice
Office of Community Oriented Policing Services



FY23 COPS Hiring Program

Assistance Listing Number # 16.710

Grants.gov Opportunity Number: O-COPS-2023-171633

Solicitation Release Date: March 08, 2023 3:00 PM ET

Application Grants.gov Deadline: May 04, 2023 4:59 PM ET

Application JustGrants Deadline: May 11, 2023 4:59 PM ET

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2023 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full- time career law enforcement positions to meet law enforcement agencies' community policing strategies.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), State governments, Other

Other

Eligible applicants are limited to local, state, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2023 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new

certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, please contact JustGrants Support via e-mail at: JustGrants.Support@usdoj.gov or by phone 833–872–5175.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421- 6770 or send questions via email to AskCopsRC@usdoj.gov.

Submission Information

Registration: To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

Submission: Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and the SF-LLL, and submit it through the [Grants.gov website](#).

Once the SF-424 and SF-LLL have been submitted via Grants.gov, the applicant will complete the full application including survey questions in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the “How to Apply” section of this solicitation.

All guidance and the complete application package for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/>. In addition to this Solicitation, the COPS Office “[How to Apply](#)” web page provides additional resources to help guide applicants through the process.

Contents

Overview	1
Contact Information	2
Program Description	5
Federal Award Information	7
Awards, Amounts and Durations	7
Federal Award Information	7
Eligibility Information	8
Application and Submission Information	8
Content and Form of Application	8
Completing the Application for Federal Assistance (SF-424) and Disclosure of Lobbying Activities (SF-LLL) in Grants.gov	12
Standard Applicant Information	13
Data Requested with Application	14
Budget and Associated Documentation	14
Budget Worksheet and Budget Narrative (Web-based Form)	15
Allowable Costs: Fundable requests	15
Unallowable Costs: Requests will NOT be funded	17
Federal/Local Share of Cost	17
Waiver/Local Match (Cost share)	18
Memoranda of Understanding (MOUs) and Other Supportive Documents	18
Letters of Support	19
Disclosure and Assurances	20
Disclosure of Lobbying Activities	20
DOJ Certified Standard Assurances	20
DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing	20
How to Apply	20
Submission Dates and Time	21
Applicant Actions with Required Dates/Deadline	22
Application Review Information	24
Review Process	25
Federal Award Administration Information	27
Federal Awarding Agency Contact(s)	29
COPS Other Information	29
Public Reporting Burden-Paper Work Reduction Act Notice	29

Performance Measures	29
Application Checklist	32
Survey Questions	32

Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

FY 2023 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Note: the local match requirement may be higher than 25%. For example, if salary and

fringe for an entry-level officer totals \$190,000 over three years, the CHP award will only cover \$125,000 and the recipient agency will be responsible for the remaining amount: \$65,000 or 34% of the \$190,000 award, unless a local match waiver is granted.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Funding under this program may be used for the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget

documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards

225

Anticipated Maximum Dollar Amount of Awards

6,250,000

Period of Performance Start Date

10/1/23

Period of Performance Duration (Months)

60

Anticipated Total Amount to be Awarded Under Solicitation

\$224,500,000.00

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under this solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

Eligibility Information

Local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP applicants must have a law enforcement agency (ie. Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Application and Submission Information

Content and Form of Application

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via www.grants.gov and complete an SF-424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Disclosure Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

See "How to Apply" and "Submission Date and Time" below.

Applicants are strongly recommended to register immediately on www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, via email at support@grants.gov, or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Letter of Support, Memoranda of Understanding).

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

- **Agency Eligibility:** See Eligibility section to ensure that your agency meets eligibility requirements.
- **Law Enforcement Agency Sworn force information:** Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.
- **Civilian Staff:** The number of full- and part-time civilian positions funded in your agency's annual budget.
- **COPS-funded Officer Request:**
 - Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description and the Budget Worksheet section, including but not limited to: \$125,000 maximum over three years for each awarded position (not \$125,000 per year), a minimum 25 percent match requirement (unless waived), 12-month retention requirement for each officer hired, and non-supplanting requirements.
 - Requests will be capped at 20% of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 10 officers may request one position.
 - Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for lay-off), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.
 - Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. Under this solicitation, a military veteran is defined as a person who has served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. The COPS Office recommends that applicants examine their internal hiring practices to ensure that an officer funded by a CHP award would meet the veteran requirement.
- **Law Enforcement and Community Policing Strategy:** COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing. The COPS

Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime. The COPS Office developed a list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication (<https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>) for further information regarding these sub-elements.

Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

- **Problem Area Selection:** Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions. Note that selection of some problem focus areas may result in additional consideration for funding (see Application Review Information.) Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

If awarded CHP funding, your organization should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in the application, and (2) how the award funds and award-funded officers (or an equal number of redeployed experienced officers) were specifically used to enhance or initiate community policing activities according to your community policing strategy contained in the question set of this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required performance reports. If your agency's community policing strategy changes significantly, you must submit those

changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require an explanation and request for approval

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Applicants may wish to review the COPS Office web page Building Trust at <https://cops.usdoj.gov/buildingtrust> for ideas on strategies.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach (which could include applicable task force participation) and may wish to review the COPS Office web page on Community Violence Interventions at https://cops.usdoj.gov/community_violence_intervention for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Applicants may wish to review the COPS Office web page on Combating Hate Crimes at <https://cops.usdoj.gov/hatecrimeresources> for ideas on strategies
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, and interventions related to the abuse of opioids and other substances in communities.
- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry. Applicants may wish to review the COPS Office web page on Homeland Security at <https://cops.usdoj.gov/homelandsecurity> for

ideas on strategies

- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through CHP funding.
- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.
- **Property/Violent Crime Rates:** Applicants will be asked to enter crime data information for the previous two years for the population area served by the agency, using Uniform Crime Reporting crime or NIBRS definitions.
- **Continuation of Project after Federal Funding Ends:** All applicants are required to affirm that their agency plans to retain all officer positions awarded following the three years of federal funding, for at least 12 months, and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Completing the Application for Federal Assistance (SF-424) and Disclosure of Lobbying Activities (SF-LLL) in Grants.gov

The applicant's SF-424 must be submitted online via www.grants.gov using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19

Page 12 of 58
O-COPS-2023-171633

once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

All applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Standard Applicant Information

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code (s) for the areas affected by the project.

In order for applicant to complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of your agency, as the legal recipient.

For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non-law enforcement agencies (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized

Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

1. To initiate a survey, please click on the survey title to open.
2. When you have completed the survey, please click the “Finish” button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the “Actions” menu at the top right corner of the screen and select “Close” to exit the survey review screen.
4. The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select “Refresh”. The status of your completed survey will change to “Resolved-Completed.”
5. If you would like to verify the survey responses of a completed survey, you may click the survey title to reopen the selected survey and view your saved responses.
6. If you would like to change and/or update the survey responses of a completed survey, you may click the “Reopen” option to update your saved responses.

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants.

No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, you will need to indicate in the application question survey whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. For each potentially duplicative program, you will be asked to provide the name of the name of federal awarding agency, or state agency for subawarded federal funding, award or application number, program name, award start and end dates, award or requested amount, items requested, and description of how this project differs from the application for COPS office funding.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may only be made in the following categories:

- Sworn Officer Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A “career law enforcement officer” is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).”

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have

been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

NOTE: The only allowable budget categories under the CHP program are Salaries and Fringe Benefits. Do not enter any funding requests under any other budget category.

The local match will calculate automatically once the overall salary and fringe rates are entered. There is a minimum local match requirement of 25%. The local match requirement may exceed 25% if the entry-level salary and fringe costs total more than \$167,000 over three years.

Sworn Officer Salaries: You will enter the funding request by indicating the number of officers you are requesting, then by providing the current entry-level salary and fringe benefits for one full-time sworn officer. The total request will calculate automatically. The number of officers you request in the budget must match the number of officers requested in the question survey, and may not exceed 20% of actual full-time sworn force, up to 50 officers. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and minimum of 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation. Note that the \$125,000 in federal funds total for three years, not \$125,000 annually. For applicants with more than one entry level salary and benefit package based on prior education for new officers with no prior law enforcement experience, you may average those salaries and benefits to report your entry-level salary and benefits. Please note, however, that any higher salaries and benefits that are paid to compensate for prior law enforcement experience are not considered entry-level and should not be included in this average or otherwise reported as entry-level. If awarded CHP funding an agency must only use CHP funding to pay the actual entry-level officer's salary and benefits and any CHP funds remaining after the 36-month funding period will be de-obligated.

Fringe Benefits: Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program, regardless of whether they are included as salary or fringe: overtime costs, training, travel, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP- funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing. Fringe benefits that do not appear in the drop-down budget menu will not be considered.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2023 CHP.

Unallowable Costs: Requests will NOT be funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, travel, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Salaries and fringe benefits for correctional officers
- Overtime costs, severance pay, hazard pay
- Retroactive pay

This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item(s) and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2023.

Federal/Local Share of Cost

In the budget worksheet, the applicant will be required to indicate the number of officers, and the total salary and fringe benefits for the three-year salary period for ONE entry-level officer. The local match will calculate automatically. The minimum local match requirement is 25 percent of the total project cost, although it may be higher, and the cap on the amount of federal funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional costs above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement. Ensure that the number of officers requested in the budget matches the number entered in the question survey, and is equal to or less than 20% of actual sworn full-time force.

Waiver/Local Match (Cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach any memoranda of understanding or partner agreements in this section.

School Resource Officer (SRO) MOU (If applicable): Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) within 90 days of the date shown on the award letter, and before expending or drawing down funds under the award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled “MOUs and Other Supporting Documents”.

Agencies selecting SROs should adhere to the guiding principles presented in the SRO Guiding Principles which can be found at [SUPPORTING SAFE SCHOOLS | COPS OFFICE \(usdoj.gov\)](https://usdoj.gov/cops-office).

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing on the officers’ roles on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application, but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Letters of Support

As applicable, applicants may attach letters of support, but these are not required.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents, such as “[Applicant] Letter of Support.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same

document, the COPS Office will review only the most recent system-validated version submitted.

Disclosure and Assurances

The applicant must review, complete, and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the Application Resource Guide. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Disclosure of Lobbying Activities

Important – all applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the DOJ certifications is available in the Application Resource Guide.

How to Apply

Applications must be submitted electronically through JustGrants following the submission of the SF-424 and SF-LLL via Grants.gov. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

Unique Entity Identifier and System for Award Management (SAM)

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

The Unique Entity ID (SAM) is a 12-character alpha-numeric value and once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov.

SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take up to two weeks to process. If the applicant does not have an EIN, then the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

The COPS Office strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes.

To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have registered online with the SAM and with Grants.gov well in advance of the JustGrants deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

The completed SF-424 and SF-LLL must be submitted in Grants.gov by May 4, 2023 by 4:59 pm EST and applications in JustGrants by May 11, 2023 by 4:59 pm EST.

After applicants register with SAM, or confirm their active registration in SAM they can begin the Grants.gov registration process. The applying organization must complete the

Grants.gov registration process prior to beginning an application for a federal grant. The E- Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must also register with Grants.gov. In some cases, the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at www.Grants.gov.

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.

Applicant Actions with Required Dates/Deadline

1. Register with SAM or confirm applicant's active registration with SAM Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.
2. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
3. Download the updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, please visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
4. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the assistance listing number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
5. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the SF-424 and SF-LLL have been successfully submitted in Grants.gov. Within 48 hours after submitting the SF-424 in Grants.gov, the applicant should

receive four (4) notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)

6. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
7. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24-48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
8. **IMPORTANT:** In addition to the Application Submitter, the Entity Administrator and the two Authorized Representatives should be standing by to assist with application submission. The Entity Administrator will create accounts in JustGrants for the two Authorized Representatives, who must log in to JustGrants to review the application prior to submission.
9. **Confirm application receipt:** Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours prior to the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes. Extension of deadlines is rare and not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email to AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. This must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the

following information: UEI number, organization name, point of contact name and information, application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "[Insert Program] Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and/or (6) failure to register or complete SF-424 or SF-LLL in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered.

Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

Review Process

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant's current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal need: 33.3 percent
- Crime: 33.3 percent
- Community policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Additional consideration will be given to applicants who propose a community-based approach to the following four problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional consideration may also be given to applicants that meet any of the following criteria:

- **Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety –**

Applicants that demonstrate or seek to support the policies of the Executive Order. See section below titled “Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety*.

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel** – applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime
- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non-violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** - Applicants that commit to hiring at least one military veteran
- **Rural Designation** - Applicants from rural areas
- **Agency not funded in FY22**- Applicants that did not receive a CHP award in FY 2022

Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety requires the Attorney General, through discretionary grantmaking and training and technical assistance, to encourage and support State, Tribal, local, and territorial governments and law enforcement agencies to adopt the policies, best practices, and guidelines addressed in the executive order, including, but not limited to: (i) investigating deaths in custody; (ii) recruiting and retaining diverse and service-oriented law enforcement professionals; (iii) collecting and reporting use of force and misconduct data; (iv) improving community and law enforcement dialogue; (v) responding to individuals in mental health crisis or with disabilities; (vi) the proper and responsible use of technology; (vii) restrictions on unannounced entries and certain restraints; (viii) addressing implicit bias; (ix) restricting the use of militarized equipment; (x) broader criminal justice reform; and, (xi) officer wellness and mental health.

As such guidance is developed in accordance with the executive order, and where the guidance is applicable to the specific solicitation, DOJ will identify specific opportunities for training and technical assistance and priority consideration for applications that demonstrate or seek to support the policies of the Executive Order.

For the purposes of this solicitation, COPS will provide priority consideration for the following items, where appropriate, for which the DOJ has already issued policies, guidance, and/or best practices:

1. participation in the collection and reporting to DOJ of data on law enforcement use of force and deaths in custody;
2. participation in the collection and reporting to DOJ of data on officer suicides and officers killed and assaulted;
3. restrictions on unannounced entries and neck/carotid restraints; and,
4. restrictions on the possession and use of militarized equipment.

To receive this consideration, COPS Office applicants must respond to questions at the time of application in JustGrants.

Federal Award Administration Information

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants should anticipate notification of funding decisions by September 30, 2023.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with the award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available on the COPS website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

Monitoring, Evaluation and Reporting Requirements

Law enforcement agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, and track progress towards achieving the goal of advancement of community policing.

Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report.

Evaluation: Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities. Award funding cannot be used to for evaluations.

Reporting Requirements: If awarded, recipients will be required to submit quarterly financial and semi-annual performance reports.

- Financial reporting: Recipients will be required to electronically submit a quarterly

Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date. Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.

- Performance reporting: Recipients will be required to electronically submit semi-annual performance reports, and a final performance report will be due 120 days following the award end date.

Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421- 6770 or send questions via email to AskCopsRC@usdoj.gov.

COPS Other Information

Public Reporting Burden-Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 4/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for this program are as shown in table 1.

Table 1. Performance measures

Objective	Performance measures	Data Recipient Provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency's community policing capacity?	
	Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency's community policing capacity?	Data will be collected on a periodic basis through recipient performance reports.
	The number of partnerships established or enhanced during the grant period.	

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all applicants for this program to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic performance report, recipients will be required to report on their progress toward implementing their community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program

to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CHP Solicitation FY2023

AGENCY ELIGIBILITY INFORMATION

1. **Type of Agency** (*select one*)
2. From the list below, please select the type of agency which best describes the applicant.

(*Please specify*)
3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?
 - 4a. Which of the following best describes your law enforcement agency (check one)?
 - 4b. Will your law enforcement agency be operational as of the closing date of this solicitation?
 - 4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?
5. If awarded, does your agency plan to use funds awarded under this award to

establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's office)?

Instructions:

A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services). However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application.

Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

7. Please select your U.S. Attorney's District Office from the below drop-down options.

EXECUTIVE AND CONTACT INFORMATION

Please provide the name and contact information for the highest-ranking Law Enforcement or Program Official and Government Executive or Financial Official for your agency or organization, please see instructions below.

LAW ENFORCEMENT EXECUTIVE/PROGRAM OFFICIAL

This position will ultimately be responsible for the programmatic management of the award.

Instructions for Law Enforcement Agencies:

For law enforcement agencies, the Law Enforcement Executive is the highest ranking

official in the jurisdiction (Chief of Police, Sheriff, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

Instructions for Non-Law Enforcement Agencies:

For non-law enforcement agencies (e.g., institutions of higher education, school districts, private organizations, etc.), the Program Official is the highest-ranking official in the jurisdiction (e.g., executive director, chief executive officer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

8a. Title:

8b. First Name:

8c. Last Name:

8d. Phone:

8e. Email Address:

GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL

This position will ultimately be responsible for the financial management of the award.

Instructions for Government Agencies:

For law enforcement agencies, this is the highest-ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

Instructions for Non-Government Agencies:

For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

9a. Title:

9b. First Name:

9c. Last Name:

9d. Phone:

9e. Email Address:

Instructions for Application Submitter Contact:

Enter the application contact's name and contact information.

10a. Title:

10b. First Name:

10c. Last Name:

10d. Phone:

10e. Email Address:

COPS HIRING PROGRAM OFFICER REQUEST

Instructions:

Please enter the actual number of sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

11a. Full-Time:

11b. Part-Time:

Instructions:

Enter the Budgeted Sworn Force Strength for the date of application (the current fiscal year) below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include *unfunded* vacancies or unpaid/reserve officers. Do not include non-sworn personnel such as dispatch, court personnel, correctional officers, police technicians. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36-months of COPS funding.

Number of budgeted sworn officers as of the date of this application, using instructions above.

12a. Full-Time:

12b. Part-Time:

Instructions:

Number of budgeted civilian positions as of the date of this application, using instructions above.

13a. Full-Time:

13b. Part-Time:

Instructions:

The following section will ask about the “population served” by your jurisdiction. The crime data you will enter in this application will be based on crimes occurring among the “actual population served”. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals.

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

14. What is the actual population your department serves as the primary law enforcement entity?

15. Enter the total population of the government entity applying for this award using the latest census estimate available at <https://data.census.gov>. If the population of the entity applying for this award is not represented by census figures (e.g. colleges, specials agencies, school police departments), please indicate the size of the population as of the latest available estimate.

15a. Please explain why the “population served” differs from the population of the government entity (from census figures or other estimates). [Please limit your response to a maximum of 125 words.]

Instructions:

Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position up to a maximum of \$125,000 total for each position over three years. Note: this is NOT \$125,000 per year, it is \$125,000 spread over three years for each position. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the

responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded. See solicitation document for full details.

The number of officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 10 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

16. How many entry-level, full-time officer positions is your agency requesting in this application?

17. In question 11a, you entered your agency's actual full-time sworn force levels. Please confirm that you are not asking for more than the 20% cap. For example, if you have 1-9 officers on staff, request 1 COPS Office-funded officer. If you have 10-14 officers, you may request a maximum of 2 officers. If you have 50 officers, you may request a maximum of 10.

IMPORTANT: Please ensure this number matches the number of sworn positions you requested in the detailed budget section of JustGrants.

18. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.

(b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or

tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in the solicitation documents.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: *New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).*

19a. Category A Request:

Category B: *Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.*

19b. Category B Request:

Category C: *Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.*

19c. Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

20a. Number of Officers:

20b. Date these officers are scheduled to be laid off:

20c. Number of Officers:

20d. Date these officers are scheduled to be laid off:

20e. Number of Officers:

20f. Date these officers are scheduled to be laid off:

20g. Number of Officers:

20h. Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

22. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

22a. If Yes, how many position(s)?

23. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

SRO Instructions:

If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. According to the COPS Office statute, a school resource officer is "a career law enforcement officer, with sworn authority, deployed in community-oriented

policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations— (A) to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (B) to develop or expand crime prevention efforts for students; (C) to educate likely school-age victims in crime prevention and safety; (D) to develop or expand community justice initiatives for students; (E) to train students in conflict resolution, restorative justice, and crime awareness; (F) to assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (G) to assist in developing school policy that addresses crime and to recommend procedural changes.” 34 U.S.C. 10389(4).

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency’s jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award.

The COPS Office recommends that an SRO have a minimum of three years of experience as a police officer. Because COPS Office funds must be used for entry level positions, you may deploy experienced police officers to serve as SROs and implement the community policing strategy after hiring the additional entry-level officers with COPS Office award funds. The COPS Office award funds must be used for the newly hired/rehired/scheduled to be laid off position and not that of the veteran/experienced officer.

Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled “MOUs and other Supporting Documents”.

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers’ roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter. Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

23a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

23b. If Yes, has your agency reviewed principles presented in the [SRO Guiding Principles](#) document?

24. For tribal applicants in Alaska only: Check the box below if you are requesting funds for an entry-level career law enforcement Village Police Officer or entry-level career law enforcement Tribal Police Officer.

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training, as well as eligibility for priority consideration, if applicable.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

26. De-escalation of conflict (hours):

27. Evidence-based cultural sensitivity training (hours):

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

29. Gender bias in response to domestic violence and sexual assault (hours):

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

31. Community engagement (e.g., community policing and problem solving) (hours):

32. Does your agency administer a police training academy?

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

34. De-escalation of conflict (hours):

35. Evidence-based cultural sensitivity training (hours):

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

37. Gender bias in response to domestic violence and sexual assault (hours):

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

39. Community engagement (e.g., community policing and problem solving) (hours):

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 1**Instructions for Community Policing Strategy:**

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or

an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval.

Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office [Community Policing Defined](#) publication for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing:

For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. *(Check all that apply.)*

- 40. The agency mission statement, vision, or goals includes references to:
- 41. The agency strategic plan includes specific goals or objectives relating to:
- 42. The agency recruitment, selection and hiring processes include elements relating to:
- 43. Performance evaluations of line officers assess performance in:
- 44. Line officers receive regular (at least once every two years) training in:
- 45. Which of the following internal management practices does your agency currently employ? (check all that apply)
- 46. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)
- 47. Through which of the following does your agency routinely share information with community members? (check all that apply)
- 48. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In

this section, you will be asked to identify the crime and disorder **problem or a focus area** and the **partners** to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

Using the following list, select a problem/focus area that will be addressed by the officer (s) requested in this application. Please choose the option that best fits your problem area. **You may only select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. "robbery of retail establishments", rather than just "robbery"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity.
- Violent Crime/Gun Violence – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on [Community Violence Interventions](#) for ideas on strategies.
- Combating Hate and Domestic Extremism – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.

- Police-based Response to Persons in Crisis – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

49. Problem/Focus Area

49a. Describe the problem/focus area you have selected above (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

49b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2022).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2021 and 2022).

49c. Number of Reported Shootings (2022):

49d. Number of Reported Shootings (2021):

49e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on [Community Violence Interventions](#) for ideas on strategies. [Please limit your response to a maximum of 250 words.]

50. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

51. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

52. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

53. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

54. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop

responses to this problem/focus area?

54a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area.

55. Partner Name1:

55a. For this partner, please indicate the statement that best characterizes this partner:

56. Partner Name2:

56a. For this partner, please indicate the statement that best characterizes this partner:

57. Partner Name3:

57a. For this partner, please indicate the statement that best characterizes this partner:

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 2

Instructions for Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

58. Flexibility in officer shift assignments to facilitate addressing specific problems.

58a. Please explain.

59. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

59a. Please explain.

60. Recruitment and hiring practices that reflect an orientation towards problem solving

and community engagement.

60a. Please explain.

61. In-service training for officers on basic and advanced community policing principles.

61a. Please explain.

62. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

62a. Please explain.

63. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

63a. Please explain.

64. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

64a. Please explain.

65. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

65a. Please explain.

66. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

66a. Please explain.

67. Implement specific programs to improve the safety and wellness of personnel throughout your organization.

67a. Please explain.

68. None of the above.

69. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

69a. If Yes, please explain.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

70. Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

70a. Please explain.

71. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

71a. Please explain.

72. Technology systems that provide officers, analysts, and the community better and more timely access to data and information.

72a. Please explain.

73. Mediation strategies to resolve citizen complaints.

73a. Please explain.

74. Collection, analysis, and use of crime data and information in support of problem-solving goals.

74a. Please explain.

75. Formal accreditation process.

75a. Please explain.

76. System to capture and track problem solving and partnership efforts and activities.

76a. Please explain.

77. An organizational assessment of community policing.

77a. Please explain.

78. None of the above.

79. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

80. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

81. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

82. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

83. Describe how your agency will use award funds to address the problem/focus area you selected in Section 4, Question 49. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency's mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

DATA COLLECTION AND REPORTING

84. Does your agency collect data on the number of officer suicides in your agency?

84a. In the past 12 months, how many officer suicides have you recorded in your agency?

85. Does your agency have a suicide prevention training program?

86. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

87. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

88. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

89. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

89a. Check all that apply:

Other

90. Using UCR crime definitions, does your agency regularly (i.e., daily, weekly, monthly, or quarterly) post crime data on a publicly accessible website?

90a. If yes, please provide the website address:

Instructions: To support Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, the following questions will help the U.S. Department of Justice determine eligibility for priority consideration, if applicable, and identify potential gaps in training and technical assistance.

91. Does your agency collect and report data on law enforcement use of force to the FBI's National Use-of-Force Data Collection (including deaths in custody incident to an official use of force)?

92. Does your agency collect and report data on officer suicides to the FBI's Law Enforcement Suicide Data Collection?

93. Does your agency collect and report data on officers killed and assaulted to the FBI's Law Enforcement Officers Killed and Assaulted Data Collection?

94. Does your agency prohibit the use of chokeholds and carotid restraints except in those situations where the use of deadly force is authorized by law?

95. Does your agency limit the use of unannounced entries, often referred to as "no knock entries," except where knocking and announcing an officer's presence would create an imminent threat of physical violence to the officer and/or another person?

96. Does your agency possess and use any of the following military equipment obtained via property transfer contracts or grants with the Federal government acquired through property transfers or purchases with federal funds or from federal agencies or contractors? Applicable military equipment includes: (i) firearms of .50 or greater caliber; (ii) ammunition of .50 or greater caliber; (iii) firearm silencers, as defined in 18 U.S.C. 921(a)(24); (iv) bayonets; (v) grenade launchers; (vi) grenades (including stun and flash-bang); (vii) explosives (except for explosives and percussion actuated non-electric disruptors used for accredited bomb squads and explosive detection canine training); (viii) any vehicles that do not have a commercial application, including all tracked and armored vehicles (except for vehicles used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief); (ix) weaponized drones and weapons systems covered by DOD Directive 3000.09 of November 21, 2012, as amended (Autonomy in Weapon Systems); (x) aircraft that are combat-configured or combat-coded, have no established commercial flight application, or have no application for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or antiterrorism preparedness, protection, prevention, response, recovery, or relief; and (xi) long-range acoustic devices that do not have a commercial application.

DUPLICATION OF FUNDING

97. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

97a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS Office funding.

98. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state

subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

98a. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR/NIBRS DATA

NEED FOR FEDERAL ASSISTANCE

99. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

Please refer to the U.S. Census Bureau's, [Historical County Level Poverty Estimates Tool](#). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100a. Poverty Rate (1990):

100b. Poverty Rate (2000):

100c. Poverty Rate (2010):

FISCAL HEALTH

Instructions:

Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. Note this is the operating budget that your locality sets aside specifically for law enforcement and does not include other city/county/state services. The operating budget generally includes salaries as well as operations. *Please note: All figures must be rounded to the nearest whole dollar.*

101. CURRENT FISCAL YEAR:

102. PREVIOUS FISCAL YEAR:

Instructions:

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

103. Percentage of individuals in poverty %:

103a. Not Applicable

Instructions:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

104. Percentage (%) unemployed for October 2022:

104a. Not Applicable.

105. Since January 1, 2023, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

Instructions:

If your agency has faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year, please check the box below. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR/NBIRS crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

106. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2022 to present, check this box.

Please describe the major disaster or catastrophic event and include the following bulleted information.

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

106a. Please specify: (Please limit your response to a maximum of 125 words)

CRIME DATA

Instructions:

Using UCR/NIBRS crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2022 and 2021) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). **Do not enter N/A if data is not available – enter an estimate based on historical data.**

107. Criminal Homicide (2022):

108. Criminal Homicide (2021):

109. Forcible Rape (2022):

110. Forcible Rape (2021):

111. Robbery (2022):

112. Robbery (2021):

113. Burglary (2022):

114. Burglary (2021):

115. Aggravated Assault (2022):

116. Aggravated Assault (2021):

117. Motor Vehicle Theft (2022):

118. Motor Vehicle Theft (2021):

119. Larceny (except motor vehicle theft) (2022):

120. Larceny (except motor vehicle theft) (2021):

121. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting/NIBRS reporting?

Instructions:

Agency Profile Questions (these questions are for informational purposes only and will not be scored).

122. Does your agency have a wellness policy or program for officers?

122a. If yes, which groups does it cover: (check all that apply)

123. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

124. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

125. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends:

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

126. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

126a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

126b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)

127. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions:

An official “partner” under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1

128a. Title:

128b. First Name:

128c. Last Name:

128d. Name of Partner Agency (e.g., Smithville Community Center):

128e. Type of Partner Agency (e.g., School District):

128f. Street1:

128g. Street2:

128h. City:

128i. State:

128j. Zip/Postal Code:

128k. Phone:

128l. Email Address:

Partner 2

129a. Title:

129b. First Name:

129c. Last Name:

129d. Name of Partner Agency (e.g., Smithville Community Center):

129e. Type of Partner Agency (e.g., School District):

129f. Street1:

129g. Street2:

129h. City:

129i. State:

129j. Zip/Postal Code:

129k. Phone:

129l. Email Address:

Partner 3

130a. Title:

130b. First Name:

130c. Last Name:

130d. Name of Partner Agency (e.g., Smithville Community Center):

130e. Type of Partner Agency (e.g., School District):

130f. Street1:

130g. Street2:

130h. City:

130i. State:

130j. Zip/Postal Code:

130k. Phone:

130l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

If your agency is requesting COPS Office funds for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23.

Page 57 of 58
O-COPS-2023-171633

If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply.

131. Please check one of the following, as applicable to your agency's intended use of COPS Office funds:

CERTIFICATION OF REVIEW AND REPRESENTATION

132. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Resource Guide, the COPS Office award owner's manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

133. By checking the box, the applicant indicates he or she provide a certification that: 1. the programs to be funded by the grant meet all the requirements of the COPS Office statute (34 U.S.C. § 10381, et seq.); 2. all the information contained in the application is correct; and 3. the applicant will comply with all provisions of the COPS Office statute (34 U.S.C. § 10381, et seq.) and all other applicable Federal laws.

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

134. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Community Resource Officers	10/1/23	9/30/28
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
250000.0		0.0
Total Estimated Funding	264856.0	
514856.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix
Name

Ms.

Application POC First
Name

Loretta

Application POC Middle
Name

Application POC Last
Name

Moisio

Application POC Suffix
Name

Organizational
Affiliation

City of Ormond Beach

Title

Grants Coordinator

Email ID

Loretta.Moisio@ormondbeach
.org

Phone Number

386-676-3315

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)



Name
manifest.txt

Date Added
3/14/23



Name
Form SF424_4_0-V4.0.pdf

Date Added
3/14/23



Name
Form SFLLL_2_0-V2.0.pdf

Date Added
3/14/23



Name
GrantApplication.xml

Date Added
3/14/23

Authorized Representative

Law Enforcement Executive Information Title

Chief

Prefix Name

First Name Middle Name
Jesse _____

Last Name
Godfrey

Government Executive Information Title

City Manager

Prefix Name
Ms.

First Name Middle Name
Joyce Ann

Last Name
Shanahan

Suffix Name

Suffix Name

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

Doing Business As

CITY OF ORMOND BEACH

UEI

P7N5EWNDK217

Legal Address

Street 1

22 S BEACH ST

Street 2

City

ORMOND BEACH

State

FL

Zip/Postal Code

32174

Congressional District

06

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

LORETTA MOISIO

Certification Date / Time

03/17/2023 11:15 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract**Data Requested with Application****✓ CHP Solicitation FY2023****AGENCY ELIGIBILITY INFORMATION**

1. Type of Agency (select one)

Law Enforcement

2. From the list below, please select the type of agency which best describes the applicant.

Municipal Police

(Please specify)

3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Urban

Instructions: We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that

is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application. A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?

Yes

4a. Which of the following best describes your law enforcement agency (check one)?

4b. Will your law enforcement agency be operational as of the closing date of this solicitation?

4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's office)?

No

Instructions: A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services). However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application. Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions: An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

7. Please select your U.S. Attorney's District Office from the below drop-down options.

Florida, Middle

EXECUTIVE AND CONTACT INFORMATION

Please provide the name and contact information for the highest-ranking Law Enforcement or Program Official and Government Executive or Financial Official for your agency or organization, please see instructions below. **LAW ENFORCEMENT EXECUTIVE/PROGRAM OFFICIAL** This position will ultimately be responsible for the programmatic management of the award. Instructions for Law Enforcement Agencies: For law enforcement agencies, the Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Law Enforcement Agencies: For non-law enforcement agencies (e.g., institutions of higher education, school districts, private organizations, etc.), the Program Official is the highest-ranking official in the jurisdiction (e.g., executive director, chief executive officer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. 8a. Title:

Police Chief

8b. First Name:

Jesse

8c. Last Name:

Godfrey

8d. Phone:

386-676-3500

8e. Email Address:

Jesse.Godfrey@ormondbeach.org

GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL This position will ultimately be responsible for the financial management of the award. Instructions for Government Agencies: For law enforcement agencies, this is the highest-ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Government Agencies: For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. 9a. Title:

City Manager

9b. First Name:

Joyce

9c. Last Name:

Shanahan

9d. Phone:

386-676-3200

9e. Email Address:

Joyce.Shanahan@ormondbeach.org

Instructions for Application Submitter Contact: Enter the application contact's name and contact information. 10a. Title:

Grants Coordinator

10b. First Name:

Loretta

10c. Last Name:

Moisio

10d. Phone:

386-676-3315

10e. Email Address:

Loretta.Moisio@ormondbeach.org

COPS HIRING PROGRAM OFFICER REQUEST

Instructions:

Please enter the actual number of sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

11a. Full-Time:

68

11b. Part-Time:

0

Instructions: Enter the Budgeted Sworn Force Strength for the date of application (the current fiscal year) below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers. Do not include non-sworn personnel such as dispatch, court personnel, correctional officers, police technicians. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36-months of COPS funding. Number of budgeted sworn officers as of the date of this application, using instructions above.

12a. Full-Time:

72

12b. Part-Time:

0

Instructions: Number of budgeted civilian positions as of the date of this application, using instructions above.

13a. Full-Time:

24

13b. Part-Time:

0

Instructions: The following section will ask about the “population served” by your jurisdiction. The crime data you will enter in this application will be based on crimes occurring among the “actual population served”. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals. This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

14. What is the actual population your department serves as the primary law enforcement entity?

44046

15. Enter the total population of the government entity applying for this award using the latest census estimate available at <https://data.census.gov>. If the population of the entity applying for this award is not represented by census figures (e.g. colleges, specials agencies, school police departments), please indicate the size of the population as of the latest available estimate.

43080

15a. Please explain why the “population served” differs from the population of the government entity (from census figures or other estimates). [Please limit your response to a maximum of 125 words.]

The 2020 Census population for Ormond Beach was 43080. According to the University of Florida Bureau of Economic and Business Research (UF-BEBR), the population estimate for April 1, 2022, was 44677, or an increase of 1597 from the 2020 Census.

Instructions: Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position up to a maximum of \$125,000 total for each position over three years. Note: this is NOT \$125,000 per year, it is \$125,000 spread over three years for each position. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the

recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded. See solicitation document for full details. The number of

officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 10 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

16. How many entry-level, full-time officer positions is your agency requesting in this application?

2

17. In question 11a, you entered your agency's actual full-time sworn force levels. Please confirm that you are not asking for more than the 20% cap. For example, if you have 1-9 officers on staff, request 1 COPS Office-funded officer. If you have 10-14 officers, you may request a maximum of 2 officers. If you have 50 officers, you may request a maximum of 10.

I confirm, not asking for more than the 20% cap.

IMPORTANT: Please ensure this number matches the number of sworn positions you requested in the detailed budget section of JustGrants.

18. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

COLA

Yes

Step Raises

Change in Benefit Costs

Not Applicable

Instructions: IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your

agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established

hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded. It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to: (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in the solicitation documents. (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.] Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance. If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

19a. Category A Request:

2

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

19b. Category B Request:

0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

19c. Category C Request:

0

Instructions: We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

20a. Number of Officers:

20b. Date these officers are scheduled to be laid off:

20c. Number of Officers:

20d. Date these officers are scheduled to be laid off:

20e. Number of Officers:

20f. Date these officers are scheduled to be laid off:

20g. Number of Officers:

20h. Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

21a. My agency has and will maintain documentation showing the date(s) of the scheduled lay-off(s) and demonstrating that the scheduled lay-off(s) is/are occurring for fiscal reasons that are unrelated to the availability or receipt of CHP award funds.

21b. My agency will use its own funds to continue funding these officers until the scheduled date(s) of the lay-off(s) and will use CHP funds to rehire these officers only on or after the scheduled date of the lay-off(s).

21c. My agency recognizes that the CHP program provides funding based on our entry-level salary and benefits package and that any additional costs for rehired officers beyond entry-level are our responsibility to pay with other sources of funding.

Instructions: Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

22. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

Yes

22a. If Yes, how many position(s)?

1

23. Is your agency requesting that all or some of the officer positions requested be

23. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

No

SRO Instructions: If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. According to the COPS Office statute, a school resource officer is “a career law enforcement officer, with sworn authority, deployed in community-oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations— (A) to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (B) to develop or expand crime prevention efforts for students; (C) to educate likely school-age victims in crime prevention and safety; (D) to develop or expand community justice initiatives for students; (E) to train students in conflict resolution, restorative justice, and crime awareness; (F) to assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (G) to assist in developing school policy that addresses crime and to recommend procedural changes.” 34 U.S.C. 10389(4). There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency’s jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. The COPS Office recommends that an SRO have a minimum of three years of experience as a police officer. Because COPS Office funds must be used for entry level positions, you may deploy experienced police officers to serve as SROs and implement the community policing strategy after hiring the additional entry-level officers with COPS Office award funds. The COPS Office award funds must be used for the newly hired/rehired/scheduled to be laid off position and not that of the veteran/experienced officer. Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled “MOUs and other Supporting Documents”. The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers’ roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter. Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

23a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

23b. If Yes, has your agency reviewed principles presented in the SRO Guiding Principles

document?

24. For tribal applicants in Alaska only: Check the box below if you are requesting funds for an entry-level career law enforcement Village Police Officer or entry-level career law enforcement Tribal Police Officer.

false

Instructions: The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training, as well as eligibility for priority consideration, if applicable. On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

8

26. De-escalation of conflict (hours):

6

27. Evidence-based cultural sensitivity training (hours):

2

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

1

29. Gender bias in response to domestic violence and sexual assault (hours):

1

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

1

31. Community engagement (e.g., community policing and problem solving) (hours):

1

32. Does your agency administer a police training academy?

No

Instructions: How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

8

34. De-escalation of conflict (hours):

6

35. Evidence-based cultural sensitivity training (hours):

2

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

1

37. Gender bias in response to domestic violence and sexual assault (hours):

1

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

1

39. Community engagement (e.g., community policing and problem solving) (hours):

1

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 1

Instructions for Community Policing Strategy: COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts. At any time during your award period, you should be prepared to demonstrate (1) the community

policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed

veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application. Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval. Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding. The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition. Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime. The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication for further information regarding these sub-elements. Community Partnerships: Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police. Other Government Agencies Community Members/Groups Non-Profits/Service Providers Private Businesses Media Organizational Transformation: The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts. Agency Management Climate and culture Leadership Labor relations Decision-making Strategic planning Policies Organizational evaluations Transparency Organizational Structure Geographic assignment of officers Despecialization Resources and finances Personnel Recruitment, hiring and selection Personnel supervision/evaluations Training Information Systems (Technology) Communication/access to data Quality and accuracy of data Problem Solving: The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated. Scanning: Identifying and prioritizing problems Analysis: Analyzing problems Response: Responding to problems Assessment: Assessing problem-solving initiatives Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing: For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. (Check all that apply.)

40. The agency mission statement, vision, or goals includes references to:

Community Partnerships

Yes

Problem Solving

Yes

41. The agency strategic plan includes specific goals or objectives relating to:

Community Partnerships

Yes

Problem Solving

Yes

42. The agency recruitment, selection and hiring processes include elements relating to:

Community Partnerships

Yes

Problem Solving

Yes

43. Performance evaluations of line officers assess performance in:

Community Partnerships

Yes

Problem Solving

Yes

44. Line officers receive regular (at least once every two years) training in:

Community Partnerships

Yes

Problem Solving

Yes

45. Which of the following internal management practices does your agency currently employ? (check all that apply)

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

Yes

Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder.

—

Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct.

Yes

None of the above.

—

46. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)

Response times

Yes

Problem solving outcomes

Yes

Department employee satisfaction

—

Reduction of crime in identified hot spots

Yes

Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)

Yes

Satisfaction with police services

Yes

Fear of crime

Victimization (i.e, non-reported crime)

Community meetings held/attended

Yes

Use of force incidents

Yes

Meeting the priorities as identified in your agency strategic plan

Yes

My agency does not conduct annual assessments of overall performance

47. Through which of the following does your agency routinely share information with community members? (check all that apply)

Neighborhood, beat, and/or school meetings

Yes

Local media outlets

Yes

Agency newsletter

Neighborhood newsletters

Agency website

Yes

Social networking (Blogs, Twitter feeds, Facebook pages, etc.)

Yes

Citizen alert system (telephone, email, text, etc.)

Yes

Citizen alert system that is geographically targeted, based on updated hot spots

Yes

Public access television/radio

—

Community organization board membership

Yes

Public forums with chief/sheriff/command staff

Yes

Posters, billboards, flyers

Yes

None of the above

—

48. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Citizen police academies

Yes

Volunteer activities

Yes

Auxiliary police programs

—

Civilian review boards (i.e. disciplinary review boards)

Yes

Citizen advisory groups (i.e. informal advisory function)

—
Involvement in hiring decisions (interview panels, selection boards, etc.)
—

Involvement in contributing to annual line officer performance reviews
—

Representation on promotional boards
—

Participation in accountability and performance reporting and tracking meetings
—

Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)

Yes

None of the above
—

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships
COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section, you will be asked to identify the crime and disorder problem or a focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches. Using the following list, select a problem/focus area that will be addressed by the officer(s) requested in this application. Please choose the option that best fits your problem area. You may only select one problem/focus area to address through this award funding. When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "robbery of retail establishments", rather than just "robbery"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space. Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will

not be allowed to change their choice once the award has been issued. Building Legitimacy and Trust – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Violent Crime/Gun Violence – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on Community Violence Interventions for ideas on strategies. Combating Hate and Domestic Extremism – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Police-based Response to Persons in Crisis – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

49. Problem/Focus Area

LE_CPStPSPLegitTrust

49a. Describe the problem/focus area you have selected above (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

The City of Ormond Beach is very unique. In the summer, we are a vacation beach destination; however, throughout the year, we attract visitors to our area for the local special events such as Speed Weeks (Daytona International Speedway), Bike Week, Biketoberfest, and Jeep Beach to name a few. We also have unsanctioned events that invade our city which affect the quality of life of our citizens. During these events, our citizens experience an influx of public order crimes, criminal traffic violations and other incidents that affect their quality of life.

49b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2022).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2021 and 2022).

49c. Number of Reported Shootings (2022):

49d. Number of Reported Shootings (2021):

49e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on Community Violence Interventions for ideas on strategies. [Please limit your response to a maximum of 250 words.]

50. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

DRAFT

Police department data (e.g. police reports, calls for service, crime data, citizen complaints)

Yes

Agency personnel (e.g. officer feedback, command staff priorities)

Yes

Other local non-law enforcement government agency data

Yes

Community based organizations (e.g. faith based, non-profits, social service providers)

Yes

Local businesses

Yes

Individual community members/community meetings

Yes

Community survey

—

Local government officials

Yes

None of the above

—

51. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

Yes

The location and/or time aspects of the problem/focus area (e.g. mapping)

Yes

The conditions and environmental factors related to the problem/focus area

Yes

The strengths and limitations of current responses to the problem/focus area

Yes

Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Yes

Existing research and best practices related to the problem/focus area

Yes

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Yes

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)

Yes

Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)

Yes

Strengths and weaknesses of previous responses to the problem/focus area

Yes

None of the above

—

52. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)

Yes

Data/information regarding whether the response was implemented as planned

Yes

Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)

Yes

Non-police data/information related to the problem/focus area(e.g. insurance crash data, other government agency data, census data, survey data)

Yes

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Yes

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)

Yes

Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)

Yes

None of the above

—

53. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

Reducing the number of incidents

Yes

Increasing public trust in your agency

Yes

Reducing the seriousness of the incidents or the amount of harm

Yes

Reducing the number of victims and repeat victims

Yes

Reducing the number of offenders and repeat offenders

Yes

Getting other agencies and stake holders to assume responsibility for the problem/focus area

Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)

Yes

Improving citizen perceptions of the problem/focus area

Yes

None of the above

54. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

Yes

54a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

3

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area.

55. Partner Name1:

Ormond Beach Chamber of Commerce

55a. For this partner, please indicate the statement that best characterizes this partner:

Business operating in the community

56. Partner Name2:

Neighborhood Improvement Division

56a. For this partner, please indicate the statement that best characterizes this partner:

Local government agency (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)

57. Partner Name3:

Ormond MainStreet

57a. For this partner, please indicate the statement that best characterizes this partner:

Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 2

Instructions for Proposed Community Policing Strategy: Organizational Transformation
COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches. If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

58. Flexibility in officer shift assignments to facilitate addressing specific problems.

false

58a. Please explain.

59. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

false

59a. Please explain.

60. Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

true

60a. Please explain.

Hiring of officers with certain skill sets to address issues within certain cultural neighborhoods.

61. In-service training for officers on basic and advanced community policing principles.

false

61a. Please explain.

62. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

false

62a. Please explain.

63. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

false

63a. Please explain.

64. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

false

64a. Please explain.

65. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

false

65a. Please explain.

66. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

problem solving and community engagement.

false

66a. Please explain.

67. Implement specific programs to improve the safety and wellness of personnel throughout your organization.

false

67a. Please explain.

68. None of the above.

false

69. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

69a. If Yes, please explain.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

70. Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

false

70a. Please explain.

71. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

false

71a. Please explain.

72. Technology systems that provide officers, analysts, and the community better and

more timely access to data and information.

false

72a. Please explain.

73. Mediation strategies to resolve citizen complaints.

false

73a. Please explain.

74. Collection, analysis, and use of crime data and information in support of problem-solving goals.

true

74a. Please explain.

Intelligence-led policing enables law enforcement agencies to identify crime patterns, criminals, and emerging trends and recommend actionable solutions to thwart crime. The Ormond Beach Police Department has developed a management process that combines criminal intel and disorder data with strategic problem solving entitled "Crimeview." The method facilitates accurate and timely analysis of crime and disorder data, which is used to identify crime patterns and problems throughout the city and strategies to combat them. Our goal, through the Community Resource Unit is to explore new tactics to improve the relationship between information gathering and the resultant analytical reporting in order to respond more effectively. The Community Resource Unit members will focus on their assigned areas and share that information with our Criminal Investigations Unit for inclusion in the Crimeview analysis.

The primary goal of the Community Resource Unit is to greatly increase the quality of intelligence gathered and action taken in target areas. Since the officers will be spending most of the patrol time engaging in face-to-face contact with community members, relationships will be created that will assist with gathering information; a resource that has been lacking in the problem areas. This will lead to increased intelligence that can be used by law enforcement analysts as well as building trust and legitimacy within the community.

The Community Resource Unit members will work closely with the analysts to aide in making data models more specific to the target communities. This will allow analysts to drill down further into the specific matters and better identify potential issues, allowing patrol units to adjust their tactics accordingly. This proactive approach will lead to a safer community through a collaborative effort from all of the parties involved.

The increased presence of the Community Resource Unit within the communities will also allow for greater success in solving crimes. The relationships developed through their interactions with residents and the business community will foster an atmosphere of greater trust and transparency, increasing the willingness to cooperate with law

greater trust and transparency, increasing the willingness to cooperate with law enforcement and assist when crimes are being investigated.

75. Formal accreditation process.

false

75a. Please explain.

76. System to capture and track problem solving and partnership efforts and activities.

false

76a. Please explain.

77. An organizational assessment of community policing.

false

77a. Please explain.

78. None of the above.

false

79. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)

Yes

Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

Yes

Businesses operating in the community

Yes

Tribal law enforcement agencies (outside your jurisdiction)

Other Federal, state, or local law enforcement agencies

Yes

Multi-jurisdictional or regional task forces/partnerships

Yes

Local educational institutions (schools/colleges/universities)

Yes

Local government officials

Yes

Individual stakeholders residing, working or with an interest in the community and/or problem

Yes

None of the above

—

80. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

There are a moderate number of related initiatives

81. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

High level of support

82. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

Potentially increased impact

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

83. Describe how your agency will use award funds to address the problem/focus area you selected in Section 4, Question 49. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency's mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

The intention of the Ormond Beach Police Department is to utilize a COPS Hiring Program award to create a Community Resource Unit. This unit will be used to provide direct contact to our residents, visitors, and business owners within and around our special event

areas and Community Redevelopment Area. This ability to have a direct contact with a Police Officer will help build a foundation for legitimacy and trust within our community.

The funding will be employed to target specific areas within the City of Ormond Beach that have recently experienced rapid business and population growths. Increased call volume and the stagnant number of officer availability creates an overall lack of proactive time to properly target crime problems within our community.

Through the development of our Community Resource Unit, we will collaborate with citizens and business owners to address patrol suppressible crimes, quell vehicular traffic problems and reduce overall calls for service. This approach allows for the incorporation of feedback from community partners and local government officials, using an unabridged government approach to target concerns and emphasizes the safety of our citizens. The Community Resource Unit will be utilized to enhance the quality of life in our community and protect our citizens from crime through the provision of effective, efficient and responsive police services. Through the development of this unit, we will enhance our involvement with the community as well as renew our commitment to the practice of Community Policing.

The officers will take a holistic approach to community policing, emphasizing community engagement. The department will seek out resources to take an active role in the community and expand our outreach to additional segments of the community to ensure a well-diversified public is represented. Acting as role models and mentors, the unit will provide opportunities for input and feedback to shape the direction of the department by partnering with various groups to build relationships and promote transparency, fairness and respect. The department will also be able to educate people on crime trends and crime prevention information to reduce the fear of crime. In addition, we will focus on "broken window" conditions which increase the perception of crime, by partnering with other city departments to address quality of life issues which affect the tranquility of neighborhoods.

DATA COLLECTION AND REPORTING

84. Does your agency collect data on the number of officer suicides in your agency?

Yes

84a. In the past 12 months, how many officer suicides have you recorded in your agency?

0

85. Does your agency have a suicide prevention training program?

Yes

86. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

No

87. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

No

88. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

No

89. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

No

89a. Check all that apply:

Reimbursed for moving expenses

Sign-on bonus

Consideration for choice of shift or district

Other – Please specify

Other

90. Using UCR crime definitions, does your agency regularly (i.e., daily, weekly, monthly, or quarterly) post crime data on a publicly accessible website?

Yes

90a. If yes, please provide the website address:

www.ormondbeach.org

Instructions: To support Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, the following questions will help the U.S. Department of Justice determine eligibility for priority consideration, if applicable, and identify potential gaps in training and technical assistance.

91. Does your agency collect and report data on law enforcement use of force to the FBI's National Use-of-Force Data Collection (including deaths in custody incident to an official use of force)?

Yes

92. Does your agency collect and report data on officer suicides to the FBI's Law Enforcement Suicide Data Collection?

Yes

93. Does your agency collect and report data on officers killed and assaulted to the FBI's Law Enforcement Officers Killed and Assaulted Data Collection?

Yes

94. Does your agency prohibit the use of chokeholds and carotid restraints except in those situations where the use of deadly force is authorized by law?

Yes

95. Does your agency limit the use of unannounced entries, often referred to as "no knock entries," except where knocking and announcing an officer's presence would create an imminent threat of physical violence to the officer and/or another person?

Yes

96. Does your agency possess and use any of the following military equipment obtained via property transfer contracts or grants with the Federal government acquired through property transfers or purchases with federal funds or from federal agencies or contractors? Applicable military equipment includes: (i) firearms of .50 or greater caliber; (ii) ammunition of .50 or greater caliber; (iii) firearm silencers, as defined in 18 U.S.C. 921(a)(24); (iv) bayonets; (v) grenade launchers; (vi) grenades (including stun and flash-bang); (vii) explosives (except for explosives and percussion actuated non-electric disruptors used for accredited bomb squads and explosive detection canine training); (viii) any vehicles that do not have a commercial application, including all tracked and armored vehicles (except for vehicles used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief); (ix) weaponized drones and weapons systems covered by DOD Directive 3000.09 of November 21, 2012, as amended (Autonomy in Weapon Systems); (x) aircraft that are combat-configured or combat-coded, have no established commercial flight application, or have no application for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or antiterrorism preparedness, protection, prevention, response, recovery, or relief; and (xi) long-range acoustic devices that do not have a commercial application.

Yes

DUPLICATION OF FUNDING

97. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

No

97a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS Office funding.

98. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

No

98a. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR/NIBRS DATA

NEED FOR FEDERAL ASSISTANCE

99. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

Ormond Beach is located on Florida's east coast in northeastern Volusia County. The City is adjacent to Daytona Beach, 45 minutes south of St. Augustine and less than an hour northeast of Orlando. Our agency is subjected to thousands of visitors during annual reoccurring special events, causing our population to surge frequently, straining scarce resources.

Our agency employs 72 sworn police officers, of which less than 40 are assigned to patrol. In 2022, officers responded to 68,846 calls for service. The City has an imminent need to implement growth within the Police Department to address needs of the community in

finite locations, promoting the community policing strategies outlined in this grant application.

Funding needs are fueled by an increasing demand for law enforcement services and an ever-growing population, both residential and commercial; with a stagnant number of officers available to provide services. This grant will be instrumental in transforming the partnership between the community and officers, supporting our mission to enhance the quality of life in our community and protect our citizens through the provision of effective and responsive police services.

Please refer to the U.S. Census Bureau's, Historical County Level Poverty Estimates Tool. This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

No

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100a. Poverty Rate (1990):

100b. Poverty Rate (2000):

100c. Poverty Rate (2010):

FISCAL HEALTH Instructions: Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. Note this is the operating budget that your locality sets aside specifically for law enforcement and does not include other city/county/state services. The operating budget generally includes salaries as well as operations. Please note: All figures must be rounded to the nearest whole dollar.

101. CURRENT FISCAL YEAR:

11141759

102. PREVIOUS FISCAL YEAR:

9927203

Instructions: The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

103. Percentage of individuals in poverty %:

9

103a. Not Applicable

false

Instructions: The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

104. Percentage (%) unemployed for October 2022:

3

104a. Not Applicable.

false

105. Since January 1, 2023, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

No

Instructions: If your agency has faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year, please check the box below. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the IICR/NRIRS crime statistics previously reported. Please

not necessarily be reflected in the UCR/NIBRS crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

106. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2022 to present, check this box.

false

Please describe the major disaster or catastrophic event and include the following bulleted information. Description of event (including number of casualties) Type of event (major disaster, mass shooting, bombing, etc.) Impact of the event on delivery of law enforcement services Duration of the event (how long will law enforcement services be impacted by the event until recovery) Law enforcement response and recovery efforts

106a. Please specify: (Please limit your response to a maximum of 125 words)

CRIME DATA Instructions: Using UCR/NIBRS crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2022 and 2021) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). Do not enter N/A if data is not available -- enter an estimate based on historical data.

107. Criminal Homicide (2022):

0

108. Criminal Homicide (2021):

1

109. Forcible Rape (2022):

11

110. Forcible Rape (2021):

12

111. Robbery (2022):

9

112. Robbery (2021):

7

113. Burglary (2022):

138

114. Burglary (2021):

124

115. Aggravated Assault (2022):

59

116. Aggravated Assault (2021):

90

117. Motor Vehicle Theft (2022):

71

118. Motor Vehicle Theft (2021):

66

119. Larceny (except motor vehicle theft) (2022):

120

120. Larceny (except motor vehicle theft) (2021):

116

121. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting/NIBRS reporting?

Yes

Instructions: Agency Profile Questions (these questions are for informational purposes only and will not be scored).

122. Does your agency have a wellness policy or program for officers?

Yes

122a. If yes, which groups does it cover: (check all that apply)

Sworn Officers/Deputies

Yes

Civilian Staff

Yes

Retired Officers/Deputies

Retired Staff

Correctional Officers/Staff

Family Members/Significant Others

Other

123. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

No

124. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

No

125. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

Yes

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends: Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in

the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year

period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>. Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

126. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

126a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

General funds

Yes

Raise bond/tax issue

Private sources/donations

Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)

Fundraising efforts

State, local, or other nonfederal award funding

Other

126b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)

127. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

Has or Is Retaining

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions: An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1 128a. Title:

128b. First Name:

128c. Last Name:

128d. Name of Partner Agency (e.g., Smithville Community Center):

128e. Type of Partner Agency (e.g., School District):

128f. Street1:

128g. Street2:

128h. City:

128i. State:

128j. Zip/Postal Code:

128k. Phone:

128l. Email Address:

Partner 2 129a. Title:

129b. First Name:

129c. Last Name:

129d. Name of Partner Agency (e.g., Smithville Community Center):

129e. Type of Partner Agency (e.g., School District):

129f. Street1:

129g. Street2:

129h. City:

129i. State:

129j. Zip/Postal Code:

129k. Phone:

129l. Email Address:

Partner 3 130a. Title:

130b. First Name:

130c. Last Name:

130d. Name of Partner Agency (e.g., Smithville Community Center):

130e. Type of Partner Agency (e.g., School District):

130f. Street1:

130g. Street2:

130h. City:

130i. State:

130j. Zip/Postal Code:

130k. Phone:

130l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems: If your agency is requesting COPS Office funds for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23. If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply.

131. Please check one of the following, as applicable to your agency's intended use of COPS Office funds:

No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

CERTIFICATION OF REVIEW AND REPRESENTATION

132. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Resource Guide, the COPS Office award owner's manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

false

133. By checking the box, the applicant indicates he or she provide a certification that: 1. the programs to be funded by the grant meet all the requirements of the COPS Office statute (34 U.S.C. § 10381, et seq.); 2. all the information contained in the application is correct; and 3. the applicant will comply with all provisions of the COPS Office statute (34 U.S.C. § 10381, et seq.) and all other applicable Federal laws.

false

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

134. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

Proposal Narrative

Budget and Associated Documentation

Budget Summary

Budget Category	Total Cost
Sworn Officer Positions	\$514,856.00
Civilian or Non-Sworn Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
SubAwards	\$0.00
Procurement Contracts	\$0.00
Other Costs	\$0.00
Indirect Costs	\$0.00
Total Project Costs	\$514,856.00
Federal Funds:	\$250,000.00 48.56%

Match Amount:	\$264,856.00	51.44%
Program Income:	\$0.00	0.00%

Local Match Details

Local Match Progression Table

As part of the local match requirement for the COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Please project in the chart below how your agency plans to assume a progressively larger share of the grant cost during each year of the program. The chart is only a projection of your plans. While your agency may deviate from these specific projects during the grant period, it must still ensure that the federal share decreases and the local share increases.

	Year 1	Year 2	Year 3	Total	Total from Budget
Local Match	\$42,717	\$96,574	\$125,565	\$264,856	\$264,856
Federal Share	\$125,000	\$75,000	\$50,000	\$250,000	\$250,000
Total	\$167,717.00	\$171,574.00	\$175,565.00	\$514,856	\$514,856

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of sever fiscal distress as reflected through the fiscal health data provided in the application, and a comparison of your fiscal health data with that of the overall applicant pool.

No

Budget / Financial Attachments

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? _____

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position

Position Title

Position Description

Sworn Officer

Sworn Police Officer

Number of Positions

2

Salary per Officer

Salary

Year 1

Year 2

Year 3

\$48,095.00

\$49,778.00

\$51,520.00

Fringe Benefits per Officer

Year 1

Year 2

Year 3

Social Security

6.2%

\$2,981.89

\$3,086.24

\$3,194.24

6.20%

Medicare

1.45%

\$697.38

\$721.78

\$747.04

1.45%

Health Insurance

Fixed Amount

\$10,000.00

\$10,000.00

\$10,000.00

			U	U	U
			\$10,000.00	\$10,000.00	\$10,000.00
Life Insurance					
Fixed Amount			\$95.00	\$95.00	\$95.00
			\$95.00	\$95.00	\$95.00
Vacation					
Included in Salary?	Hours		\$3,328.17	\$3,444.64	\$3,565.18
No	144				
Sick Leave					
Included in Salary?	Hours		\$0.00	\$0.00	\$0.00
No	0				
Retirement					
Fixed Amount			\$18,000.00	\$18,000.00	\$18,000.00
			\$18,000.00	\$18,000.00	\$18,000.00
Workers Compensation					
Exempt			\$0.00	\$0.00	\$0.00
Unemployment Insurance					
Exempt			\$0.00	\$0.00	\$0.00
Other Benefit					
			\$92.00	\$92.00	\$92.00
Disability Insurance					
Fixed Amount					

	\$92.00	\$92.00	\$92.00
Other Benefit			
	\$53.00	\$53.00	\$53.00
Vision Insurance			
Fixed Amount			
	\$53.00	\$53.00	\$53.00
Other Benefit			
	\$516.00	\$516.00	\$516.00
Dental Insurance			
Fixed Amount			
	\$516.00	\$516.00	\$516.00
Summary Totals			
	Year 1	Year 2	Year 3
Benefits per Officer	\$35,76	\$36,00	\$36,26
Salary per Officer	\$48,09	\$49,77	\$51,52
Total per Officer	5.00	8.00	0.00
	\$83,85	\$85,78	\$87,78
Total per Officer All Years			
\$257,428			
Total Salary and Benefits			
\$514,856			

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily

Consultant fees. For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

1 of 6

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Additional Application Components

Letters of Support

No documents have been uploaded for Letters of Support

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities



Name

Form
SFLLL_2_0-
V2.0.pdf

Category

LobbyingActiviti
esDisclosure

Created by

—

Applica
tion
Numbe
r

—

DOJ Certified Standard Assurances

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE**CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the

Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of

higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law-- including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by

certification with each award, and subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ✱

Not Signed

SignerID

Signing Date / Time

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall

attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation

under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see

<https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification

requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to

be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Not Certified

SignerID

Signing Date / Time

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Not Signed

SignerID

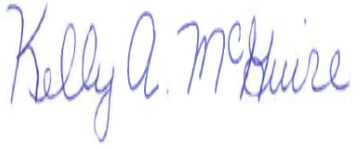
Signing Date / Time

Other

No documents have been uploaded for Other

Not Certified

DRAFT

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.B
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-85	
Strategic Goal:	Quality of Life - Other			
Department :	Leisure Services			
Subject:	Yellowstone Landscape Grounds Maintenance Contract Amendment			
Budget Impact:	The requested amendment will result in an adjustment of \$32,585 for a full contract price of \$1,870,439.25. Funding for these services is shared by Fund 001 - General Fund, Fund 401 - Water/Wastewater Fund, Fund 104 - Community Redevelopment Fund, Fund 108 - Airport Fund and Fund 460 - Solid Waste Fund. Sufficient funding is available to approve the requested amendment.			
Summary:	To approve an amendment to the City's existing contract with Yellowstone Landscape in the amount of \$32,585 for additional mulch to the grounds maintenance contract.			
Recommended Action:	Staff recommends the City Commission approve the \$32,585 amendment to the Yellowstone Landscape contract.			
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279			
Approval:				
Kelly McGuire, Finance Director		4/19/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/26/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Robert Carolin, Leisure Services Director
Date: May 2, 2023
Subject: Yellowstone Landscape Grounds Maintenance Contract Amendment
Commission Goal: Quality of Life - Other

Introduction

This is a request to approve an amendment to the City's existing contract with Yellowstone Landscape in the amount of \$32,585 for additional mulch to the grounds maintenance contract.

Background

Staff works closely with the contractor, Yellowstone Landscape, to ensure the City receives the best grounds maintenance services at the best possible price. The contract stipulates additional costs will be in accordance with the executed contract's unit costs or as otherwise negotiated by City staff for additional site maintenance, not presently included within the contract. Staff conducted due diligence between past and current sites to assure that the City is receiving full value. During the evaluation of the mulch expenditure line item, it was found that through recent facility construction, landscape renovations and installation of new playground/exercise equipment, an increase of mulch is needed for several areas. Mulch topdressing is a necessary component of common grounds maintenance practices for: weed control, esthetics, moisture retention, tree & infrastructure protection, safety and erosion control. The mulch topdressing application is performed one time per year to replace mulch that has decayed or been displaced. We apply approximately one inch of new mulch to the existing mulch. This allows us to maintain a total mulch depth of 3-4 inches, which is the industry standard.

Discussion

Listed below are the services to be added onto the existing contract. Backup information is attached.

Current Contract Amount	\$1,837,854.25
<i>Additional Regular Hardwood Mulch – 465 CY @ \$49/CY</i> <i>Rockefeller Gardens, The Casements, I-95 slopes, Nova Community Center, Granada Medians, Licolon Park, South Ormond Neighborhood Center</i>	
<i>Subtotal Regular Hardwood Mulch</i>	<i>\$22,785</i>
<i>Additional ADA Playground Mulch – 120 CY @ 67.50/CY</i> <i>Community Garden Fleming Ave, Community Garden Hammock Lane and Fortunato Park</i>	
<i>Subtotal ADA playground mulch</i>	<i>\$8,100</i>
<i>NEW: Pine Straw Mulch – 200 bales @ 8.50/bale</i> <i>Vadner Park</i>	
<i>Subtotal Pine Straw Mulch</i>	<i>\$1,700</i>
GRAND TOTAL OF CONTRACT AMENDMENT	\$32,585
TOTAL ADJUSTED CONTRACT PRICE	\$1,870,439.25

Budget Impact

The requested amendment will result in an adjustment of \$32,585 for a full contract price of \$1,870,439.25. Funding for these services is shared by Fund 001 - General Fund, Fund 401 - Water/Wastewater Fund, Fund 104 - Community Redevelopment Fund, Fund 108 - Airport Fund and Fund 460 - Solid Waste Fund. Sufficient funding is available to approve the requested amendment.

Citizen Impact

Ormond Beach residents, businesses, and visitors benefit by the City providing attractive, safe, functional City property and parks for all to enjoy.

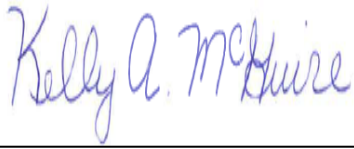
Recommendation

Staff recommends the City Commission approve the \$32,585 amendment to the Yellowstone Landscape contract.

Attachments:

1. 23-85 Yellowstone Grround Maint Adj (P23-0060G)
2. Addendum2023
3. City of Ormond Beach Additional Mulch 3-2023
4. Copy ADA Playground Mulch proposal
5. Copy Pine Straw Mulch for Vadner Park proposal
6. Amendment 1-2023

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023



Joyce Shanahan, City Manager

Date: April 26, 2023

RESOLUTION NO. 2023-85

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2023 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC d/b/a YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY \$32,585.00; 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 Amendment to Contract #1-2023 to that Contract between the City and Austin Outdoor, LLC d/b/a Yellowstone Landscape, as authorized by Resolution No. 2012-89, to account for additional mulching not listed within the original contract. The said Amendment, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by \$32,585.00.

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

APPROVED AND AUTHENTICATED this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Addendum -Summary of Contract Additions

Item #	Site Name	Address	Acreage or # of Medians	# of Mowing Class	# of Irrigation Zones	Total Cost
1	Additional Regular Hardwood Mulch	N/A- Mulch Line item	465 cubic yards @ \$49 per CY	1X annual	N/A	<u>\$22,785</u>
2	Additional ADA Playground Mulch	N/A- ADA Mulch Line item	120 cubic yards @ \$67.50 per CY	1X annual	N/A	<u>\$8,100</u>
3	New Item, Pine Straw Mulch	N/A new mulch line item	200 bales @ \$8.50 per bale	1X annual	N/A	<u>\$1,700</u>

\$ 32,585.00



City of Ormond - Additional Mulch Exhibit A Landscape Management Service Pricing Sheet

Core Maintenance Services

Rockefeller Gardens & Casements 2nd mulching - 150CY @ \$49/CY	\$7,350.00
I-95 Slopes Additional Mulch - 150CY @\$49/CY	\$7,350.00
Nova Community Center (expanded tree beds) 40CY @\$49/CY	\$1,960.00
Lincoln Park 35CY @\$49/CY	\$1,715.00
Granada Blvd. Medians, Orchard - Buckskin Expanded Landscaping & Tree Rings 100CY @\$49/CY	\$4,900.00
South Ormond Neighborhood Center Expanded Plant Beds 35CY @\$49/CY	\$1,715.00
Total Annual	\$24,990.00
Granada Streetscape Boxes Reduction of 45CY @ \$49/CY	(\$2,205.00)
Grand Total Annual	\$22,785.00

Client Initial: _____

Creating premier properties. Building lasting relationships.



City of Ormond - Additional ADA Playground Mulch Exhibit A Landscape Management Service Pricing Sheet

Core Maintenance Services

Community Garden (Hammock Lane) 40CY @\$67.50/CY	\$2,700.00
Community Garden (Flemming Ave.) 40CY @\$67.50/CY	\$2,700.00
Fortunato Park (expanded playground) 40CY @\$67.50/CY	\$2,700.00

Grand Total Annual	\$8,100.00
--------------------	------------

Client Initial: _____

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Page 3 of 5



City of Ormond - Additional Pine Straw Mulch
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Vadner Park
200 bales @\$8.50/bale

\$1,700.00

Grand Total Annual

\$1,700.00

Client Initial: _____

Creating premier properties. Building lasting relationships.

Page 3 of 5

**Amendment to Contract
No. 1-2023**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 849
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,837,854.25 to \$ 1,870,439.25

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$745,467.25

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Additional Regular Hardwood Mulch	\$ 22,785.00
Additional ADA Playground Mulch	\$ 8,100.00
New: Pine Straw Mulch	\$ 1,700.00

Total Amendment to Contract **\$32,585.00**

Contract Price with all adjustments: \$1,870,439.25

CITY OF ORMOND BEACH

RECOMMENDED:

APPROVED:

APPROVED:

By: _____
Robert Carolin
Leisure Services Director

Bill Partington
Mayor

Yellowstone Landscape

ATTEST: _____
Joyce A. Shanahan
City Manager

Title

Printed Name

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.C
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-86	
Strategic Goal:	Water Quality & the Environment - Other			
Department :	Public Works - Engineering			
Subject:	Lift Stations LS-11M and LS-OBSC3 Rehabilitation			
Budget Impact:	Funding for this project is included in Fiscal Year 2022 - 2023 Capital Improvement plan for Lift Station Rehabilitation, with \$398,250 available in 409-Water and Wastewater Renewal and Replacement fund.			
Summary:	This is a request to approve a Work Authorization with Danus Utilities, Inc. for the rehabilitation of Lift Stations 11M and OBSC3.			
Recommended Action:	Staff recommends approval of the Work Authorization for Lift Station Rehabilitation - 11M and OBSC3 to Danus Utilities Inc., for the not-to-exceed amount of \$398,250.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		4/19/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: May 2, 2023
Subject: Lift Stations LS-11M and LS-OBSC3 Rehabilitation
Commission Goal: Water Quality & the Environment - Other

Introduction

This is a request to approve an Underground Utility Construction Management Services Work Authorization with Danus Utilities Inc. (Danus) for services related to the rehabilitation of Lift Stations 11M and OBSC3.

Background

In order for the City to provide reliable and efficient operation and maintenance of its wastewater collection system, a commitment to investing in regular system improvements is necessary. On a regular basis, staff assesses facility operations and makes determinations as to the level of rehabilitation necessary to effect efficient operations. Lift stations 11M and OBSC3 are staff's current recommended lift station rehabilitative priorities based upon the recent level of preventative and emergency maintenance support reported by operational staff. LS-11M is located on Stonehaven Trail which is behind and serves the Trails Shopping Center. This station was last rehabbed in 2006. LS-OBSC3 is located on Doug Thomas Way which is located at and serves the City's Sports Complex facility. The station was last rehabbed in 2007.

Discussion

On July 28, 2020, the City Commission authorized the advertisement of a Request for Qualifications (RFQ 2020-25) for construction management at risk for underground utility services (CMAR UGU). On October 6, 2020, the City Commission approved Resolution 2020-142 which authorized the execution of continuing contracts with four underground utility contractors. Danus was one of the four contractors selected for providing these services. Danus has extensive experience with the City's lift stations, which allows them to provide a well suited, economical construction management services proposal for this project.

Staff developed a scope of work and requested a proposal from Danus for services related to rehabilitation of lift stations 11M and OBSC3. The components being replaced at LS-11M include; new duplex pump control panel, new SCADA remote terminal unit (RTU) and instrumentation, new 230-volt, 3-phase electric service, new pump base elbows and piping, new wet well top slab and hatch, new valve box and hatch. The components being replaced at LS-OBSC3 include; new duplex pump control panel, new SCADA remote terminal unit (RTU) and instrumentation, new 480-volt, 3-phase electric service disconnect switch, new radio antenna and site lighting. Staff negotiated construction management services fees of \$275,050 for LS-11M rehabilitation, and \$123,200 for LS-OBSC3 rehabilitation, for a total Guaranteed Maximum Price (GMP) of \$398,250 for this work.

Budget Impact

Funding for this project is included in Fiscal Year 2022 - 2023 Capital Improvement plan for Lift Station Rehabilitation, with \$398,250 available in 409-Water and Wastewater Renewal and Replacement fund.

Citizen Impact

Scheduling priority-based repairs for utilities infrastructure provides for reliable sanitary sewer treatment systems for the City's utility customers.

Recommendation

Staff recommends approval of the Work Authorization for Lift Station Rehabilitation - 11M and OBSC3 to Danus Utilities Inc., for the not-to-exceed amount of \$398,250.

Attachments:

1. 23-86 Lift Stn Rehab 11M & OBSC3 - Danus (P23-0067G)
2. Danus Work Authorization

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023

Joyce Shanahan

Joyce Shanahan, City Manager

Date: April 24, 2023

RESOLUTION NO. 2023-86

A RESOLUTION ACCEPTING PROPOSALS FROM DANUS UTILITIES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE REHABILITATION OF LIFT STATIONS LS-11M AND LS-OBSC3; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals from Danus Utilities, Inc., an engineering firm under continuing contract with the City, to provide construction management services regarding the rehabilitation of lift stations LS-11M and LS-OBSC3 (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposals received and determined that the proposals submitted by Danus Utilities, Inc. to provide construction management services for the aforescribed project at a cost not to exceed \$398,250.00 (\$275,050.00 for Lift Station 11M and \$123,200.00 for Lift Station OBSC3) are in the best overall interest of the City, and recommends that the said proposals (copies being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and has 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 proposals submitted by Danus Utilities, Inc. to provide construction management services regarding the rehabilitation of lift stations 11M and OBSC3 at a cost not to exceed \$398,250.00 are hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Danus Utilities, Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the Water & Wastewater Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Underground Utility Construction Management Services on a Continuing Basis dated October 6, 2020 between the City of Ormond Beach, Florida, and Danus Utilities, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Lift Station Rehabilitation - 11M and OBSC

Project Description: All labor, equipment, and materials necessary perform construction services to rehabilitate Lift Station 11M, and electrical upgrades to include a new control panel and RTU for the Ormond Beach Sports Complex Lift Station, as detailed in the attached proposals dated April 4, 2023.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Lift Station 11M Rehab	Guaranteed Maximum Price	\$275,050.00
Lift Station OBSC Rehab	Guaranteed Maximum Price	\$123,200.00
Total Fee Authorized:	Not to Exceed	<u>\$398,250.00</u>

Funding Source: Water & Wastewater R&R Fund (409)

Estimated Time for Completion: 6 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
DANUS UTILITIES, INC.

By: _____
Bill Partington
Mayor

By: _____
Daniel J. Pardus
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. 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)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is 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. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. 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 as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



Proposal #: 030623-1R

Date: 4/04/2023

Submitted to: George Lavatelli

Company: City of Ormond

Email: George.lavatelli@ormondbeach.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: 11M LS Rehabilitation (City of Ormond)

We are pleased to quote labor and materials for the rehabilitation of said lift station to include:

- **Furnish & Install** By-pass pumping during rehab to include 24hr monitoring system.
- **Demo** existing control panel / LS piping / Tops slab / Valve box.
- **Furnish & Install** Duplex control panel per City of Ormond Bch specifications.
- **Furnish & Install** Emerson RTU controls, coax & antenna per City of Ormond Beach specifications.
- **Provide** a radio path study.
- **Install** the antenna on existing concrete light pole onsite.
- **Furnish & Install** 230V / 3PH electrical service, disconnect, conduits, wiring.
- **Furnish & Install** Grounding system per NEC standards.
- **Furnish & Install** 4" FLYGT base elbows with SS base plates.
- **Furnish & Install** Duplex 4" piping from base elbows through valve box to existing FM isolation valve.
- **Furnish & Install** water pressure sensor on the relocated backflow preventer.
- **Furnish & Install** 6ft diameter wet well top slab & hatch.
- **Furnish & Install** 5ft x 5ft valve box & hatch.
- **Restoration** of site when rehabilitation is complete.

TOTAL: \$275,050.00

(See attached fee breakdown)

NOTE: Per scope as written & discussed during site visit.

Terms Net 60 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers

(386) 882-6200

raymond@danusutilities.com

Proposal # 030623-1R Fee Breakdown - Ormond Beach LS 11-M

Item	Description	Material Cost	Labor Cost	Total
1	F&I By-pass pump & hoses with remote monitoring	\$3,500.00	\$3,500.00	\$7,000.00
2	Demo Existing Electrical, LS Piping, Tops Slab, Valve box	\$0.00	\$7,500.00	\$7,500.00
3	F&I Duplex control panel Per City Specifications	\$40,000.00	\$6,000.00	\$46,000.00
4	F&I Emerson RTU controls, coax & antenna per City Specifications	\$29,000.00	\$1,500.00	\$30,500.00
5	Provide Radio Path Study	\$2,500.00	\$0.00	\$2,500.00
6	Installation of Antenna on existing concrete light pole	\$250.00	\$1,500.00	\$1,750.00
7	F&I 230v / 3ph electrical service, disconnect, conduits & wiring	\$23,000.00	\$30,000.00	\$53,000.00
8	F&I grounding per NEC standards	\$900.00	\$2,000.00	\$2,900.00
9	F&I 4" FLGYT base elbows with SS base plates	\$4,500.00	\$5,000.00	\$9,500.00
10	F&I Duplex 4" piping from base elbow to FM isolation valve	\$17,400.00	\$50,000.00	\$67,400.00
11	F&I water pressure sensor on relocated RPZ backflow	\$1,500.00	\$2,000.00	\$3,500.00
12	F&I 6ft diameter wet well top slab & hatch	\$4,450.00	\$7,000.00	\$11,450.00
13	F&I 5ft x 5ft valve box & hatch	\$9,550.00	\$12,000.00	\$21,550.00
14	Restoration of site when rehabilitation is complete	\$2,500.00	\$2,500.00	\$5,000.00
15	Provide Performance & Payment Bond for the Project	\$5,500.00	\$0.00	\$5,500.00
			GRAND TOTAL	\$275,050.00



Proposal #: 030523-3R

Date: 4/04/2023

Submitted to: George Lavatelli

Company: City of Ormond

Email: George.lavatelli@ormondbeach.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: Sports Complex Panel & RTU Install (City of Ormond)

We are pleased to quote labor and materials for the rehabilitation of said lift station to include:

- **Furnish & Install** By-pass pumping during rehab to include 24hr monitoring system.
- **Demo** existing control panel.
- **Furnish & Install** Duplex control panel per City of Ormond Bch specifications.
- **Furnish & Install** Emerson RTU controls, coax & antenna per City of Ormond Beach specifications.
- **Provide** a radio path study.
- **Install** the antenna on existing concrete light pole onsite.
- **Furnish & Install** rack extension to accommodate additional equipment.
- **Furnish & Install** 480v service disconnect switch.
- **Furnish & Install** 2" conduits & seal offs from new panel to existing wet well.
- **Furnish & Install** extended rack pole for a area flood light.
- **Furnish & Install** water pressure sensor on existing backflow assy.
- Restoration of site when rehabilitation is complete.
- **Provide** Performance & Payment Bond for this project.

TOTAL: \$123,200.00 (See attached fee breakdown)

NOTE: Per scope as written & discussed during site visit.

Terms Net 60 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

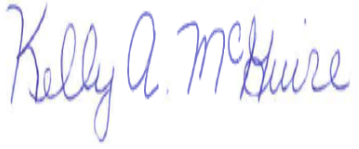
Raymond Rogers

(386) 882-6200

raymond@danusutilities.com

Proposal # 030523-3R Fee Breakdown - Ormond Beach LS Sports Complex

Item	Description	Material Cost	Labor Cost	Total
1	F&I By-pass pump & hoses with remote monitoring	\$2,500.00	\$1,000.00	\$3,500.00
2	Demo Existing Electrical	\$0.00	\$3,000.00	\$3,000.00
3	F&I Duplex control panel Per City Specifications	\$40,000.00	\$6,000.00	\$46,000.00
4	F&I Emerson RTU controls, coax & antenna per City Specifications	\$29,000.00	\$1,500.00	\$30,500.00
5	Provide a Radio Path Study	\$2,500.00	\$0.00	\$2,500.00
6	Installation of Antenna on existing concrete light pole	\$250.00	\$1,500.00	\$1,750.00
7	F&I Rack Extension to accommodate additional equipment	\$1,500.00	\$2,000.00	\$3,500.00
8	F&I 480v service disconnect switch	\$6,000.00	\$7,500.00	\$13,500.00
9	F&I 2" conduits, seal offs from new panel to the existing wet well	\$1,750.00	\$5,500.00	\$7,250.00
10	F&I extended rack pole for area flood light	\$1,200.00	\$2,000.00	\$3,200.00
11	F&I water pressure sensor on existing RPZ backflow	\$1,500.00	\$1,000.00	\$2,500.00
14	Restoration of site when rehabilitation is complete	\$1,000.00	\$1,000.00	\$2,000.00
15	Provide a Performance & Payment Bond for the Project	\$4,000.00	\$0.00	\$4,000.00
			GRAND TOTAL	\$123,200.00

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.D
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-87	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Public Works - Engineering			
Subject:	Traffic Signal Maintenance Additional Expense			
Budget Impact:	Funding is provided in the Streets Division of the General Fund (001) budget. The additional funding of \$35,000 to increase the original purchase order (\$40,000) will be transferred to the Streets Division from the General Fund Contingency account.			
Summary:	This item modifies the existing purchase order to Volusia County for Municipal Services and Traffic Signal Maintenance by \$35,000 to a total of \$75,000 for FY 2022-2023 to cover the expenses necessary to modify the traffic signal at North Tymber Creek Road and Tymber Run.			
Recommended Action:	Staff is providing notification, and recommends approval of the additional expense for Traffic Signal Maintenance and other Municipal Services of \$35,000 for FY 2022-2023.			
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292			
Approval:				
Kelly McGuire, Finance Director		4/12/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Shawn Finley, Public Works Director
Date: May 2, 2023
Subject: Traffic Signal Maintenance Additional Expense
Commission Goal: Transportation & Community Development - Other

Introduction

This item provides notification of services provided by Volusia County for Traffic Signal Maintenance, and other Municipal Services above the budgeted amount of \$40,000 for Fiscal Year (FY) 2022-2023.

Background

On August 16, 2022 the City Commission approved Resolution No. 2022-101 which authorized the execution of a Standard Interlocal Agreement with the County of Volusia for the provision of Municipal Services. Per the agreement, the County provides specified services and equipment to the City, in lieu of the City using its own personnel and equipment. Compensation to the County is for actual services performed and is based on the description of services and hourly rates specified in the agreement and actual cost of materials. Services are billed monthly and are payable to the County within 30 days of receipt of their invoices. The City's annual expenses for these services for the past several years has averaged and been budgeted at \$40,000 annually.

Discussion

Per the agreement, the County performs preventative maintenance on all the traffic signals twice per year to ensure continued proper operation of the devices. Additional services including emergency repairs and upgrades to the traffic signals are also provided under this agreement. In late 2022, a resident requested a modification of the signal at N. Tymber Creek Road and Tymber Run to allow for protected left turns at this intersection. Following a study, it was determined that this request is warranted and that the signal should be modified. Although this is not a usual expense, modification of this signal will provide for enhanced safety and efficiency at this intersection. Volusia County estimates the cost of this project to be approximately \$15,000. While Volusia

County has continued to provide excellent value for the labor costs related to the repair and maintenance of the traffic signals under the City's responsibility, the cost of replacement parts, specifically electronics and electrical equipment has seen larger than expected increases in costs. As such, the modifications to the traffic signal at Tymber Creek Road and Tymber Run, along with those higher costs for maintenance activities, will cause expenditures to exceed the budgeted \$40,000 for FY 2022-2023. Based on a review of actual expenses invoiced for the year-to-date (3 months) along with the proposal, it is recommended that the purchase order be increased by \$35,000, for a total PO of \$75,000.

Budget Impact

Funding is provided in the Streets Division of the General Fund (001) budget. The additional funding of \$35,000 to increase the original purchase order (\$40,000) will be transferred to the Streets Division from the General Fund Contingency account.

Citizen Impact

Properly maintained traffic signals are an important element in the efficient management of traffic through the City.

Recommendation

Staff is providing notification, and recommends approval of the additional expense for Traffic Signal Maintenance and other Municipal Services of \$35,000 for FY 2022-2023.

Attachments:

1. 23-87 Traffic Signal addtl funds to VC (P23-0061G)
2. Volusia County Traffic Study - Tymber Creek
3. VC Estimate
4. Interlocal Agmt Municipal Svcs 2022-2025
5. FY 22-23 Traffic Signal Maintenance Expenses

Approvals:



Kelly McGuire, Finance Director

Date: April 12, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

RESOLUTION NO. 2023-87

A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE TO COUNTY OF VOLUSIA FOR TRAFFIC SIGNAL MAINTENANCE UNDER AN INTERLOCAL AGREEMENT FOR MUNICIPAL SERVICES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and County of Volusia are parties to a three year Standard Interlocal Agreement for Provision of Municipal Services dated October 1, 2022 having an estimated annual expenditure of \$40,000.00, and

WHEREAS, the \$40,000.00 has been nearly expended and there remains a need for an additional \$35,000.00 for increased maintenance costs and the unanticipated expense to modify the traffic signal at North Tymber Creek Road and Tymber Run bringing the total expenditure under this Agreement for FY22-23 to \$75,000.00, and

WHEREAS, the City Manager has certified that the money for the expenditure for additional services in the amount of \$35,000.00 has been appropriated to the credit of the General Fund (001) and has not been 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 an additional expenditure of \$35,000.00 to the County of Volusia for increased maintenance costs and necessary services to modify the traffic signal at North Tymber Creek Road and Tymber Run and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

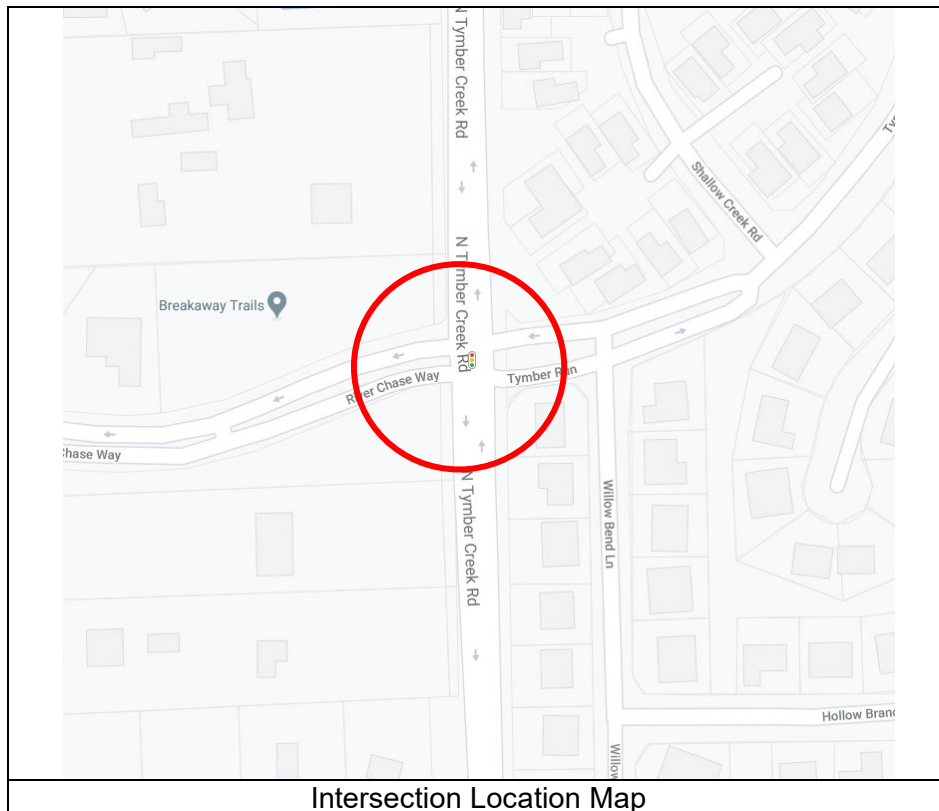


TRAFFIC ENGINEERING DIVISION

TRAFFIC STUDY

INTRODUCTION

A signal operations study was conducted at the request of a resident for the intersection of Tymber Creek Rd. (C.R. 2813) and River Chase Way in Ormond Beach, FL to determine the need for northbound and southbound left-turn phases on Tymber Creek Rd.



EXISTING CONDITIONS

Tymber Creek Rd. (C.R. 2813) is a North/South 4-lane divided county maintained collector thoroughfare with a posted speed limit of 45 MPH at the intersection of River Chase Way and Tymber Run. Based on the 2019 Volusia County AADT spreadsheet, Tymber Creek Rd. is functionally classified as a Major Collector – Urban with an AADT of 10,760. The

following are geometric characteristics of the signalized intersection for Tymber Creek Rd.:

- Curb and Gutter
- Exclusive 230 foot long left turn lanes for both approaches.
- The outside through lane of the southbound approach is utilized as through/right movement
- The northbound approach has an exclusive right turn lane with an adjacent 5-foot bike lane keyhole.
- The northbound travel lanes merge from two lanes to one immediately north of the signal.
- Sight distance along Tymber Creek Rd. is adequate and sidewalks are provided along both sides of the thoroughfare.

The cross street, River Chase Way / Tymber Run, is a 2-lane City maintained local road. Tymber Run, located on the east side of the intersection, serves the residential neighborhood of Tymber Creek. River Chase Way, located on the west side of the intersection, serves the Breakaway Trails subdivision.

River Chase Way has the following lane assignments at the signalized intersection:

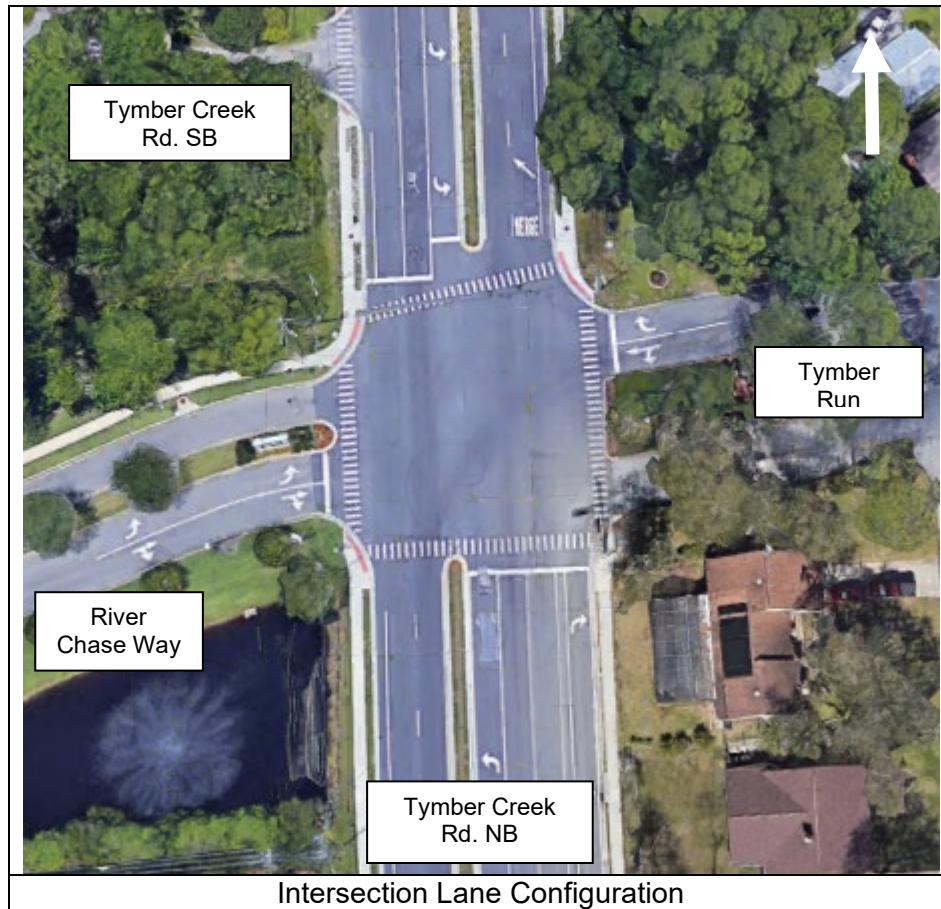
- (1) left turn
- (1) right/through

Tymber Run has the following lane assignments at the signalized intersection:

- (1) right turn
- (1) left/through

The intersection of Tymber Creek Rd. and River Chase Way is a city owned signal (#401), where Volusia County is the maintaining agency. The traffic signal contains the following features:

- TS1 cabinet with an 8 phase Econolite ASC/3 controller
- 4 operational phases
- Loop detection
- Pedestrian actuated controls and ADA compliant pedestrian features for all approaches of the intersection
- Opticom
- Adequate signage and striping
- No signalized left turn phases for any approach
- Inset white RPM's on the River Chase Way stop line



Intersection Lane Configuration



Northbound Tymber Creek Rd.



Southbound Tymber Creek Rd.



Eastbound River Chase Way



Westbound Tymber Run



Eastbound River Chase Way Stop Line

COLLISION ANALYSIS

There were nine (9) reported collisions at this intersection for the 3 -year period ending January 1, 2023 and resulted in the following:

- No fatalities
- Five (5) injuries
- Property damage value of \$73,600
- Two (2) rear end, five (5) left turns

It should be noted that four of the five angle collisions have happened in an 8 month period. All of the angle collisions were susceptible to correction by installing a left turn phase due to

conflicts between both northbound and southbound left and thru movements.

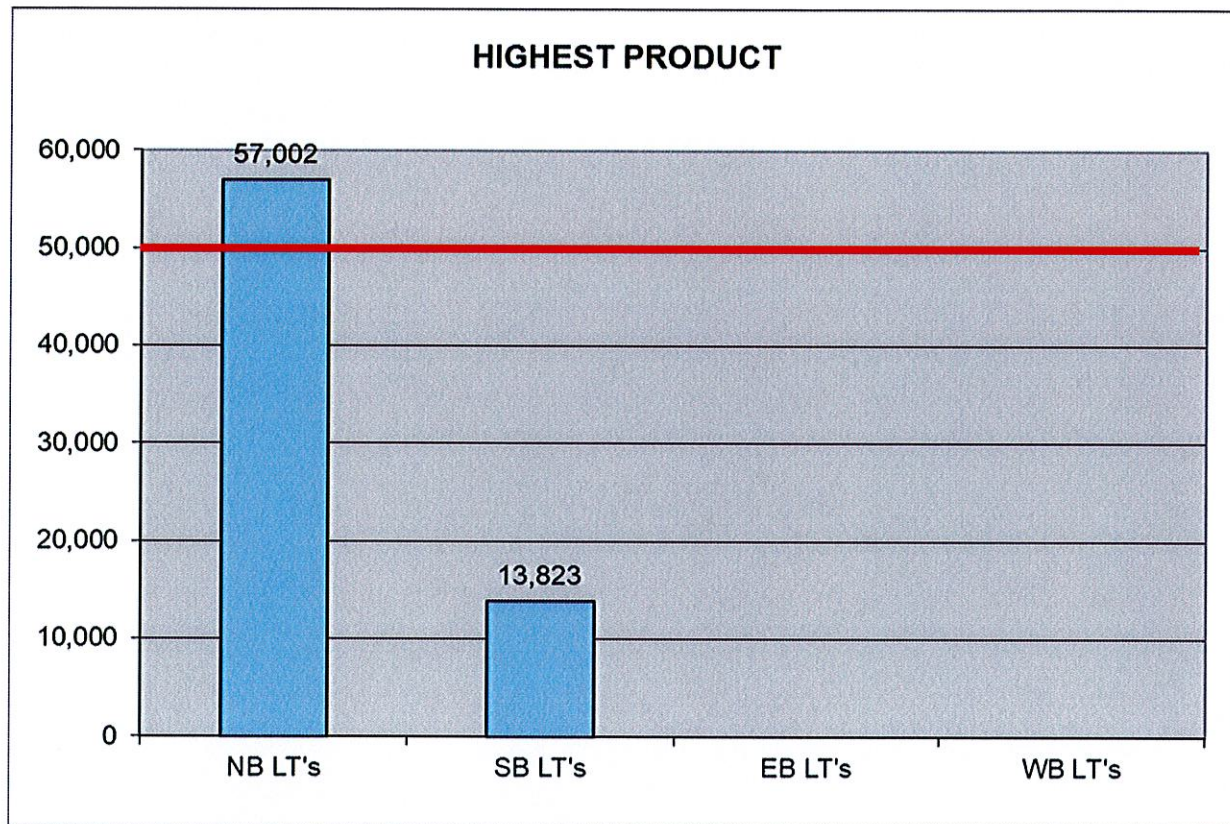
SIGNAL OPERATIONAL ANALYSIS

Turning Movement Counts taken on December 6, 2022 and December 7, 2022 were used to complete this analysis, and the highest 8-hours of counts recorded were used for evaluation. The turn movement data is provided on the Summary of Vehicle Movements form included in this report.

Northbound Left-Turn Phase: The turning movement counts indicate northbound left-turns ranging between 8 and 131 vehicles per hour (vph) and opposing southbound thru-right movements ranging between 235 to 760 vph. The product of these two movement values should exceed the minimum of 50,000 prior to consideration of a left turn phase. The highest product calculated was 57,002, which exceeds the minimum threshold value and does so for three (3) of the eight (8) hours .

Southbound Left-Turn Phase: The turning movement counts indicate southbound left-turns ranging from 2 to 27 vph and opposing northbound thru-right movements ranging from 154 to 637 vph. Prior to consideration for a left turn phase, the product of these two movement values should exceed the minimum of 50,000. The highest product calculated was 13,823, which is less than the minimum threshold value.

The Left Turn Signal Phase Warrant forms are included in this report.



RECOMMENDATION

Based on the traffic volumes and the crash data, it can be concluded that left turn phases are justified for the northbound and southbound left-turn movements at this time. Staff recommends the installation of four section left turn signals for the northbound and southbound left turning movements.

Approved By:  Sean L. Castello, P.E.

N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Provided by: County of Volusia Traffic Engineering
FL, US

Tue Dec 6, 2022

Full Length (6 AM-7 PM (+1))

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Leg Direction	N Tymber Creek Rd Southbound							Tymber Run Westbound							N Tymber Creek Rd Northbound							River Chase Way Eastbound							
Time	R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*	Int	
2022-12-06 6:00AM	0	42	0	0	42	0		0	0	10	0	10	0		4	23	0	0	27	0		6	0	1	0	7	0		86
6:15AM	0	58	0	0	58	0		1	0	11	0	12	0		3	20	1	0	24	0		15	0	0	0	15	0		109
6:30AM	0	72	0	0	72	0		2	0	15	0	17	0		3	31	2	0	36	0		14	0	1	0	15	0		140
6:45AM	3	67	1	0	71	1		7	0	17	0	24	0		0	67	5	0	72	0		15	0	4	0	19	0		186
Hourly Total	3	239	1	0	243	1		10	0	53	0	63	0		10	141	8	0	159	0		50	0	6	0	56	0		521
7:00AM	0	96	0	0	96	0		5	0	25	0	30	0		6	90	5	0	101	0		23	0	11	0	34	0		261
7:15AM	10	184	4	0	198	0		19	1	27	0	47	0		3	130	4	0	137	0		22	0	25	0	47	0		429
7:30AM	17	233	10	0	260	0		10	2	39	0	51	2		5	117	3	0	125	0		39	1	23	0	63	0		499
7:45AM	17	199	4	0	220	0		6	0	28	0	34	0		7	104	12	0	123	0		38	1	9	0	48	0		425
Hourly Total	44	712	18	0	774	0		40	3	119	0	162	2		21	441	24	0	486	0		122	2	68	0	192	0		1614
8:00AM	6	106	3	0	115	0		3	0	34	0	37	0		9	84	11	0	104	0		31	0	9	1	41	0		297
8:15AM	1	85	0	0	86	0		2	0	18	0	20	1		11	64	9	0	84	0		31	0	2	0	33	0		223
8:30AM	2	109	0	0	111	0		4	0	20	0	24	0		6	71	16	0	93	2		19	0	7	0	26	0		254
8:45AM	9	106	5	0	120	0		4	0	21	0	25	0		10	55	10	0	75	0		42	0	7	0	49	0		269
Hourly Total	18	406	8	0	432	0		13	0	93	0	106	1		36	274	46	0	356	2		123	0	25	1	149	0		1043
9:00AM	0	100	2	0	102	2		3	0	22	0	25	0		12	73	17	0	102	0		37	1	6	0	44	0		273
9:15AM	3	82	6	0	91	0		2	0	16	0	18	1		7	59	19	0	85	0		23	0	6	0	29	0		223
9:30AM	1	79	2	1	83	0		4	0	23	0	27	0		16	68	7	1	92	0		27	0	3	0	30	0		232
9:45AM	1	81	2	0	84	0		5	2	12	0	19	0		10	69	14	0	93	0		18	0	3	0	21	0		217
Hourly Total	5	342	12	1	360	2		14	2	73	0	89	1		45	269	57	1	372	0		105	1	18	0	124	0		945
10:00AM	4	81	4	0	89	0		1	0	9	0	10	0		9	60	14	0	83	0		19	0	5	0	24	0		206
10:15AM	3	64	2	0	69	0		4	1	19	0	24	0		13	58	14	0	85	0		26	1	3	0	30	0		208
10:30AM	2	84	2	0	88	0		3	1	16	0	20	0		9	41	22	0	72	0		26	0	2	0	28	0		208
10:45AM	4	72	1	0	77	0		1	0	12	0	13	0		8	71	15	0	94	0		17	0	6	0	23	0		207
Hourly Total	13	301	9	0	323	0		9	2	56	0	67	0		39	230	65	0	334	0		88	1	16	0	105	0		829
11:00AM	5	72	1	0	78	0		4	0	18	0	22	0		5	78	17	0	100	0		12	0	2	0	14	0		214
11:15AM	2	68	2	0	72	0		1	0	12	0	13	1		12	59	19	0	90	0		28	1	4	0	33	0		208
11:30AM	2	93	4	0	99	0		1	1	16	0	18	0		22	67	25	0	114	0		15	0	2	0	17	0		248
11:45AM	1	86	5	0	92	0		3	0	12	0	15	0		14	74	22	0	110	0		20	0	4	0	24	0		241
Hourly Total	10	319	12	0	341	0		9	1	58	0	68	1		53	278	83	0	414	0		75	1	12	0	88	0		911
12:00PM	2	95	4	1	102	1		4	1	14	0	19	0		18	80	19	0	117	0		19	0	5	0	24	1		262
12:15PM	2	91	5	0	98	0		1	1	17	0	19	0		12	88	17	0	117	0		17	1	2	0	20	0		254
12:30PM	3	81	1	0	85	0		1	0	7	0	8	1		12	102	15	2	131	0		20	0	4	0	24	0		248
12:45PM	1	82	2	1	86	1		2	1	13	1	17	1		18	78	22	0	118	0		19	0	0	0	19	1		240
Hourly Total	8	349	12	2	371	2		8	3	51	1	63	2		60	348	73	2	483	0		75	1	11	0	87	2		1004
1:00PM	7	91	1	0	99	0		3	1	18	0	22	0		11	97	16	0	124	0		16	0	4	0	20	0		265
1:15PM	2	76	1	0	79	0		3	0	19	0	22	0		17	85	22	0	124	0		29	0	8	0	37	0		262
1:30PM	4	75	1	0	80	0		1	0	15	0	16	0		22	98	12	1	133	0		20	0	8	0	28	0		257
1:45PM	3	72	0	0	75	0		6	0	12	0	18	0		21	116	15	1	153	0		14	1	7	0	22	0		268
Hourly Total	16	314	3	0	333	0		13	1	64	0	78	0		71	396	65	2	534	0		79	1	27	0	107	0		1052
2:00PM	6	81	1	0	88	0		4	1	10	2	17	0		9	115	27	0	151	0		22	0	7	0	29	0		285
2:15PM	3	88	3	0	94	0		5	0	15	0	20	0		19	120	14	0	153	0		19	0	8	0	27	0		294
2:30PM	13	144	12	1	170	0		4	0	16	0	20	0		16	99	33	0	148	0		21	2	4	0	27	0		365
2:45PM	7	144	12	0	163	0		5	1	20	0	26	0		21	98	16	0	135	0		22	2	4	0	28	0		352
Hourly Total	29	457	28	1	515	0		18	2	61	2	83	0		65	432	90	0	587	0		84	4	23	0	111	0		1296
3:00PM	8	123	3	0	134	0		4	0	17	0	21	1		25	104	24	0	153	0		19	0	2	0	21	0		329
3:15PM	4	88	4	0	96	0		3	1	19	0	23	0		23	109	22	0	154	0		18	0	8	0	26	0		299
3:30PM	4	105	5	0	114	0		4	1	17	0	22	2		22	108	18	0	148	0		20	0	7	0	27	0		311
3:45PM	8	115	5	0	128	0		7	0	15	0	22	0		24	107	27	0	158	0		16	0	8	0	24	0		332
Hourly Total	24	431	17	0	472	0		18	2	68	0	88	3		94	428	91	0	613	0		73	0	25	0	98	0		1271
4:00PM	7	95	1	0	103	0		2	2	16	0	20	0		26	107	32	0	165	0		19	1	1	0	21	0		309
4:15PM	9	113	3	0	125	0		7																					

Leg Direction	N Tymber Creek Rd Southbound							Tymber Run Westbound							N Tymber Creek Rd Northbound							River Chase Way Eastbound							
Time	R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		Int
6:45PM	3	50	2	0	55	0		1	0	11	0	12	0		13	80	21	0	114	0		13	0	2	0	15	0		196
Hourly Total	12	276	20	0	308	1		5	0	65	0	70	0		71	387	95	2	555	0		66	1	7	0	74	1		1007
2022-12-07 6:00AM	0	44	0	0	44	0		0	0	7	0	7	0		2	19	0	0	21	0		7	0	1	0	8	0		80
6:15AM	0	56	0	0	56	0		2	0	10	0	12	0		3	25	0	0	28	0		13	0	3	0	16	0		112
6:30AM	1	64	0	0	65	0		3	0	12	0	15	0		5	38	3	0	46	0		14	0	1	0	15	0		141
6:45AM	0	63	2	0	65	2		7	0	25	0	32	0		4	61	5	0	70	0		16	0	5	0	21	0		188
Hourly Total	1	227	2	0	230	2		12	0	54	0	66	0		14	143	8	0	165	0		50	0	10	0	60	0		521
7:00AM	0	113	0	0	113	0		11	0	24	0	35	0		2	92	3	0	97	0		19	0	10	0	29	0		274
7:15AM	14	194	4	0	212	0		14	0	28	0	42	0		3	126	4	0	133	0		22	0	28	0	50	0		437
7:30AM	12	215	7	0	234	0		15	0	43	0	58	0		3	110	5	0	118	0		35	2	17	0	54	0		464
7:45AM	10	205	6	0	221	0		9	0	28	0	37	2		9	96	13	1	119	0		37	1	12	0	50	0		427
Hourly Total	36	727	17	0	780	0		49	0	123	0	172	2		17	424	25	1	467	0		113	3	67	0	183	0		1602
8:00AM	3	109	1	0	113	0		0	0	33	0	33	0		14	98	11	0	123	0		37	0	10	0	47	0		316
8:15AM	4	111	2	0	117	0		5	1	21	0	27	1		7	82	14	0	103	0		24	0	9	0	33	0		280
8:30AM	5	104	1	1	111	0		4	0	23	0	27	0		13	54	16	0	83	0		43	0	6	0	49	0		270
8:45AM	6	120	2	0	128	0		3	1	20	0	24	1		9	65	21	2	97	0		35	0	8	0	43	0		292
Hourly Total	18	444	6	1	469	0		12	2	97	0	111	2		43	299	62	2	406	0		139	0	33	0	172	0		1158
9:00AM	2	120	0	0	122	0		6	0	27	0	33	0		12	81	17	0	110	0		37	2	6	0	45	0		310
9:15AM	4	101	1	1	107	0		3	1	14	0	18	0		13	68	20	0	101	0		20	0	5	0	25	0		251
9:30AM	5	88	1	0	94	0		5	0	12	0	17	0		11	69	20	0	100	0		25	0	2	0	27	0		238
9:45AM	0	87	1	0	88	0		1	2	9	0	12	1		10	85	19	0	114	0		27	0	3	1	31	0		245
Hourly Total	11	396	3	1	411	0		15	3	62	0	80	1		46	303	76	0	425	0		109	2	16	1	128	0		1044
10:00AM	4	85	2	0	91	0		2	0	12	0	14	0		10	51	12	0	73	0		26	0	4	0	30	0		208
10:15AM	2	77	0	0	79	1		2	1	13	1	17	0		6	61	14	1	82	0		31	0	9	0	40	1		218
10:30AM	3	86	0	0	89	0		4	1	21	0	26	3		12	49	12	0	73	0		16	0	1	0	17	0		205
10:45AM	2	70	0	0	72	0		3	0	17	0	20	1		17	61	22	0	100	0		25	0	2	0	27	0		219
Hourly Total	11	318	2	0	331	1		11	2	63	1	77	4		45	222	60	1	328	0		98	0	16	0	114	1		850
11:00AM	4	81	1	0	86	0		1	1	9	0	11	0		9	62	17	1	89	0		16	0	5	0	21	0		207
11:15AM	3	73	0	0	76	0		1	0	17	0	18	0		9	86	22	1	118	0		26	0	4	0	30	2		242
11:30AM	2	82	2	0	86	0		2	1	11	0	14	0		12	71	14	0	97	0		19	0	4	0	23	0		220
11:45AM	5	79	2	0	86	0		1	0	14	0	15	2		17	80	25	0	122	0		25	1	5	0	31	0		254
Hourly Total	14	315	5	0	334	0		5	2	51	0	58	2		47	299	78	2	426	0		86	1	18	0	105	2		923
12:00PM	2	95	6	0	103	0		4	0	14	0	18	0		15	70	28	2	115	0		17	1	5	0	23	0		259
12:15PM	6	83	0	0	89	0		3	1	9	1	14	0		21	87	22	0	130	0		17	1	1	0	19	0		252
12:30PM	2	77	2	0	81	0		2	2	20	0	24	1		18	76	18	0	112	0		25	0	2	0	27	0		244
12:45PM	7	87	3	0	97	0		5	0	11	0	16	0		18	95	22	0	135	0		24	0	6	0	30	0		278
Hourly Total	17	342	11	0	370	0		14	3	54	1	72	1		72	328	90	2	492	0		83	2	14	0	99	0		1033
1:00PM	5	67	4	0	76	0		0	0	14	0	14	0		18	92	21	0	131	0		28	1	5	0	34	1		255
1:15PM	4	78	0	0	82	0		2	1	15	0	18	1		14	90	23	0	127	1		19	0	4	0	23	0		250
1:30PM	5	74	1	0	80	1		6	0	17	0	23	1		17	99	23	0	139	0		24	0	6	0	30	0		272
1:45PM	1	68	0	0	69	0		5	1	22	0	28	0		21	87	21	1	130	0		22	0	9	0	31	0		258
Hourly Total	15	287	5	0	307	1		13	2	68	0	83	2		70	368	88	1	527	1		93	1	24	0	118	1		1035
2:00PM	6	87	2	0	95	0		2	0	15	0	17	0		21	113	14	0	148	0		26	0	12	0	38	0		298
2:15PM	5	82	2	0	89	0		7	0	17	0	24	0		15	106	16	0	137	0		22	0	8	0	30	0		280
2:30PM	16	159	11	0	186	0		4	0	27	0	31	0		16	104	34	0	154	0		28	1	5	0	34	0		405
2:45PM	12	166	9	0	187	2		5	0	20	0	25	0		27	101	27	0	155	0		24	0	5	0	29	0		396
Hourly Total	39	494	24	0	557	2		18	0	79	0	97	0		79	424	91	0	594	0		100	1	30	0	131	0		1379
3:00PM	8	123	2	0	133	0		1	2	9	0	12	1		21	78	35	0	134	0		22	0	7	1	30	0		309
3:15PM	5	97	8	0	110	2		5	0	18	0	23	2		21	101	40	0	162	0		17	0	6	0	23	0		318
3:30PM	5	105	4	0	114	0		3	1	20	0	24	1		23	109	19	0	151	0		26	0	5	0	31	0		320
3:45PM	6	88	4	0	98	0		3	0	19	0	22	1		29	111	36	0	176	0		26	0	3	0	29	0		325
Hourly Total	24	413	18	0	455	2		12	3	66	0	81	5		94	399	130	0	623	0		91	0	21	1	113	0		1272
4:00PM	3	119	5	0	127	0		6	0	15	0	21	0		30	117	31	0	178	0		22	1	4	0	27	0		353
4:15PM	8	82	2	0	92	0		3	3	15	0	21	0		26	108	42	0	176	0		14	0	6	0	20	0		309
4:30PM	9	144	2	0	155	0		3	1	21	0	25	0		33	127	22	0	182	0		22	1	3	0	26	0		388
4:45PM	8	108	12	0	128	1		7	0	13	0	20	0		30	147	23	0	200	0		20	1	7	0	28	1		376
Hourly Total	28	453	21	0	502	1		19	4	64	0	87	0		119	499	118	0	736	0		78	3	20	0	101	1		1426
5:00PM	4	124	6	0	134	0		4	1	17	0	22	0		29	110	31	0	170	0		19	1	6	0	26	0		352
5:15PM	4	96	4	0	104	0		2	0	18	0	20	1		30	122	37	1	190	0		12	0	5	0	17	2		331
5:30PM	5	92	11	0	108	1		7	0	19	0	26	0		32	130	30	0	192	1		23	0	5	0	28	0		354
5:45PM	6	82	6	0	94	1		3	1																				

Leg Direction	N Tymber Creek Rd Southbound						Tymber Run Westbound						N Tymber Creek Rd Northbound						River Chase Way Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
Lights	465	9770	323	6	10564	-	382	44	1791	5	2222	-	1651	8916	1949	21	12537	-	2237	31	555	3	2826	-	28149
% Lights	96.5%	96.7%	96.4%	100%	96.7%	-	96.5%	91.7%	98.7%	100%	98.2%	-	98.5%	97.0%	98.4%	95.5%	97.4%	-	98.5%	91.2%	97.0%	100%	98.1%	-	97.3%
Single-Unit Trucks	13	140	3	0	156	-	6	2	12	0	20	-	15	189	22	1	227	-	26	1	9	0	36	-	439
% Single-Unit Trucks	2.7%	1.4%	0.9%	0%	1.4%	-	1.5%	4.2%	0.7%	0%	0.9%	-	0.9%	2.1%	1.1%	4.5%	1.8%	-	1.1%	2.9%	1.6%	0%	1.2%	-	1.5%
Articulated Trucks	0	51	2	0	53	-	2	0	3	0	5	-	1	40	3	0	44	-	4	0	1	0	5	-	107
% Articulated Trucks	0%	0.5%	0.6%	0%	0.5%	-	0.5%	0%	0.2%	0%	0.2%	-	0.1%	0.4%	0.2%	0%	0.3%	-	0.2%	0%	0.2%	0%	0.2%	-	0.4%
Buses	4	139	4	0	147	-	4	2	6	0	12	-	6	42	5	0	53	-	4	2	6	0	12	-	224
% Buses	0.8%	1.4%	1.2%	0%	1.3%	-	1.0%	4.2%	0.3%	0%	0.5%	-	0.4%	0.5%	0.3%	0%	0.4%	-	0.2%	5.9%	1.0%	0%	0.4%	-	0.8%
Bicycles on Road	0	3	3	0	6	-	2	0	2	0	4	-	3	3	1	0	7	-	1	0	1	0	2	-	19
% Bicycles on Road	0%	0%	0.9%	0%	0.1%	-	0.5%	0%	0.1%	0%	0.2%	-	0.2%	0%	0.1%	0%	0.1%	-	0%	0%	0.2%	0%	0.1%	-	0.1%
Pedestrians	-	-	-	-	-	6	-	-	-	-	-	18	-	-	-	-	-	2	-	-	-	-	-	7	
% Pedestrians	-	-	-	-	-	35.3%	-	-	-	-	-	51.4%	-	-	-	-	-	40.0%	-	-	-	-	-	41.2%	-
Bicycles on Crosswalk	-	-	-	-	-	11	-	-	-	-	-	17	-	-	-	-	-	3	-	-	-	-	-	10	
% Bicycles on Crosswalk	-	-	-	-	-	64.7%	-	-	-	-	-	48.6%	-	-	-	-	-	60.0%	-	-	-	-	-	58.8%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Tue Dec 6, 2022

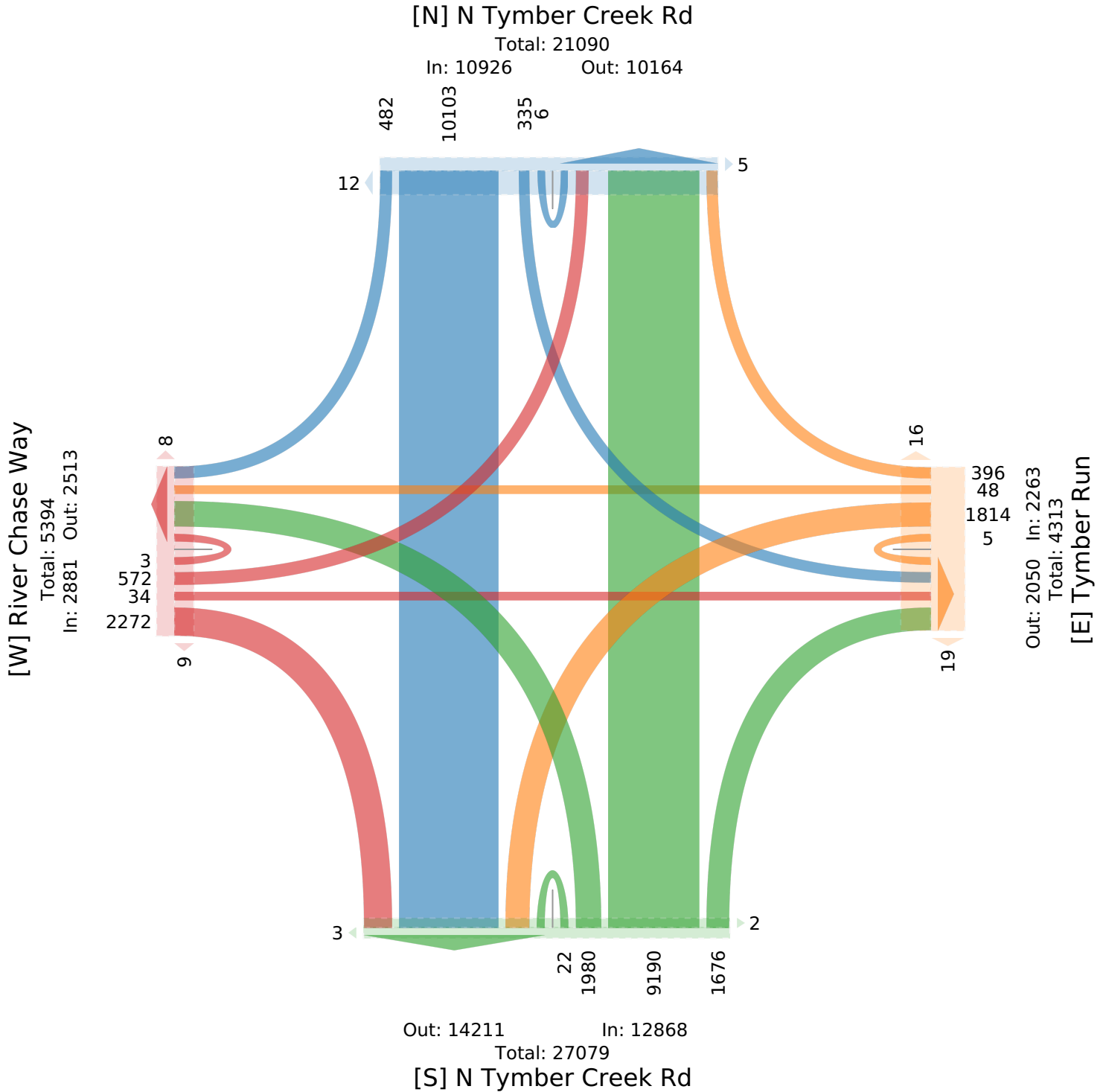
Full Length (6 AM-7 PM (+1))

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Provided by: County of Volusia Traffic Engineering
FL, US



N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Provided by: County of Volusia Traffic

Tue Dec 6, 2022

Engineering

AM Peak (Dec 06 2022 7:15AM - 8:15 AM) - Overall Peak Hour

FL, US

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road,

Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Leg Direction	N Tymber Creek Rd Southbound						Tymber Run Westbound						N Tymber Creek Rd Northbound						River Chase Way Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2022-12-06 7:15AM	10	184	4	0	198	0	19	1	27	0	47	0	3	130	4	0	137	0	22	0	25	0	47	0	429
7:30AM	17	233	10	0	260	0	10	2	39	0	51	2	5	117	3	0	125	0	39	1	23	0	63	0	499
7:45AM	17	199	4	0	220	0	6	0	28	0	34	0	7	104	12	0	123	0	38	1	9	0	48	0	425
8:00AM	6	106	3	0	115	0	3	0	34	0	37	0	9	84	11	0	104	0	31	0	9	1	41	0	297
Total	50	722	21	0	793	0	38	3	128	0	169	2	24	435	30	0	489	0	130	2	66	1	199	0	1650
% Approach	6.3%	91.0%	2.6%	0%	-	-	22.5%	1.8%	75.7%	0%	-	-	4.9%	89.0%	6.1%	0%	-	-	65.3%	1.0%	33.2%	0.5%	-	-	-
% Total	3.0%	43.8%	1.3%	0%	48.1%	-	2.3%	0.2%	7.8%	0%	10.2%	-	1.5%	26.4%	1.8%	0%	29.6%	-	7.9%	0.1%	4.0%	0.1%	12.1%	-	-
PHF	0.735	0.775	0.525	-	0.763	-	0.500	0.375	0.821	-	0.828	-	0.639	0.837	0.625	-	0.897	-	0.833	0.500	0.660	0.250	0.790	-	0.826
Lights	48	709	20	0	777	-	38	3	127	0	168	-	23	427	29	0	479	-	130	1	65	1	197	-	1621
% Lights	96.0%	98.2%	95.2%	0%	98.0%	-	100%	100%	99.2%	0%	99.4%	-	95.8%	98.2%	96.7%	0%	98.0%	-	100%	50.0%	98.5%	100%	99.0%	-	98.2%
Single-Unit Trucks	1	6	1	0	8	-	0	0	0	0	0	-	0	6	0	0	6	-	0	0	0	0	0	-	14
% Single-Unit Trucks	2.0%	0.8%	4.8%	0%	1.0%	-	0%	0%	0%	0%	0%	-	0%	1.4%	0%	0%	1.2%	-	0%	0%	0%	0%	0%	-	0.8%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	1	1	0	2	-	0	0	0	0	0	-	2
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.2%	3.3%	0%	0.4%	-	0%	0%	0%	0%	0%	-	0.1%
Buses	1	7	0	0	8	-	0	0	1	0	1	-	0	1	0	0	1	-	0	1	1	0	2	-	12
% Buses	2.0%	1.0%	0%	0%	1.0%	-	0%	0%	0.8%	0%	0.6%	-	0%	0.2%	0%	0%	0.2%	-	0%	50.0%	1.5%	0%	1.0%	-	0.7%
Bicycles on Road	0	0	0	0	0	-	0	0	0	0	0	-	1	0	0	0	1	-	0	0	0	0	0	-	1
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	4.2%	0%	0%	0%	0.2%	-	0%	0%	0%	0%	0%	-	0.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Tue Dec 6, 2022

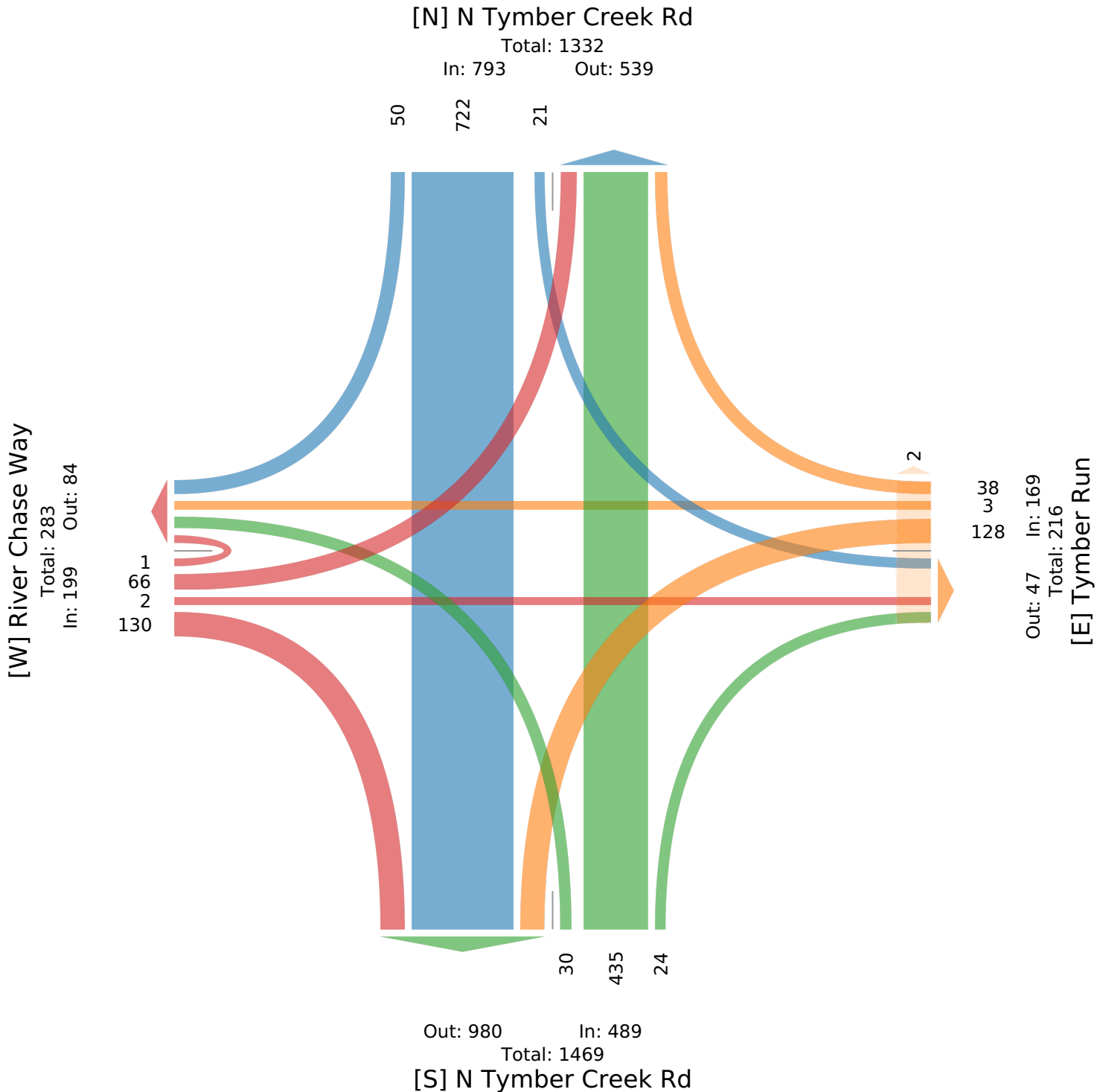
AM Peak (Dec 06 2022 7:15AM - 8:15 AM) - Overall Peak Hour

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Provided by: County of Volusia Traffic Engineering
FL, US



N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Tue Dec 6, 2022

PM Peak (Dec 06 2022 4:30PM - 5:30 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Provided by: County of Volusia Traffic Engineering
FL, US

Leg Direction	N Tymber Creek Rd Southbound						Tymber Run Westbound						N Tymber Creek Rd Northbound						River Chase Way Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2022-12-06 4:30PM	8	131	5	0	144	0	5	0	16	0	21	1	29	157	24	0	210	0	23	2	5	0	30	1	405
4:45PM	8	102	5	0	115	0	3	0	9	0	12	0	49	147	28	1	225	0	17	1	3	0	21	1	373
5:00PM	9	123	4	0	136	0	6	0	25	0	31	1	24	132	31	0	187	1	26	0	5	0	31	1	385
5:15PM	1	125	4	0	130	0	4	1	15	0	20	1	30	122	35	0	187	0	11	2	8	0	21	0	358
Total	26	481	18	0	525	0	18	1	65	0	84	3	132	558	118	1	809	1	77	5	21	0	103	3	1521
% Approach	5.0%	91.6%	3.4%	0%	-	-	21.4%	1.2%	77.4%	0%	-	-	16.3%	69.0%	14.6%	0.1%	-	-	74.8%	4.9%	20.4%	0%	-	-	-
% Total	1.7%	31.6%	1.2%	0%	34.5%	-	1.2%	0.1%	4.3%	0%	5.5%	-	8.7%	36.7%	7.8%	0.1%	53.2%	-	5.1%	0.3%	1.4%	0%	6.8%	-	-
PHF	0.722	0.918	0.850	-	0.910	-	0.750	0.250	0.650	-	0.677	-	0.673	0.889	0.860	0.250	0.898	-	0.740	0.625	0.656	-	0.831	-	0.938
Lights	25	474	17	0	516	-	17	1	65	0	83	-	131	552	116	1	800	-	76	5	20	0	101	-	1500
% Lights	96.2%	98.5%	94.4%	0%	98.3%	-	94.4%	100%	100%	0%	98.8%	-	99.2%	98.9%	98.3%	100%	98.9%	-	98.7%	100%	95.2%	0%	98.1%	-	98.6%
Single-Unit Trucks	1	2	0	0	3	-	0	0	0	0	0	-	0	3	0	0	3	-	1	0	0	0	1	-	7
% Single-Unit Trucks	3.8%	0.4%	0%	0%	0.6%	-	0%	0%	0%	0%	0%	-	0%	0.5%	0%	0%	0.4%	-	1.3%	0%	0%	0%	1.0%	-	0.5%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	1	0	0	1	-	0	0	0	0	0	-	1
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.2%	0%	0%	0.1%	-	0%	0%	0%	0%	0%	-	0.1%
Buses	0	5	0	0	5	-	1	0	0	0	1	-	1	2	1	0	4	-	0	0	1	0	1	-	11
% Buses	0%	1.0%	0%	0%	1.0%	-	5.6%	0%	0%	0%	1.2%	-	0.8%	0.4%	0.8%	0%	0.5%	-	0%	0%	4.8%	0%	1.0%	-	0.7%
Bicycles on Road	0	0	1	0	1	-	0	0	0	0	0	-	0	0	1	0	1	-	0	0	0	0	0	-	2
% Bicycles on Road	0%	0%	5.6%	0%	0.2%	-	0%	0%	0%	0%	0%	-	0%	0%	0.8%	0%	0.1%	-	0%	0%	0%	0%	0%	-	0.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	33.3%	-	-	-	-	-	100%	-	-	-	-	-	0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	3	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	66.7%	-	-	-	-	-	0%	-	-	-	-	-	100%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Tue Dec 6, 2022

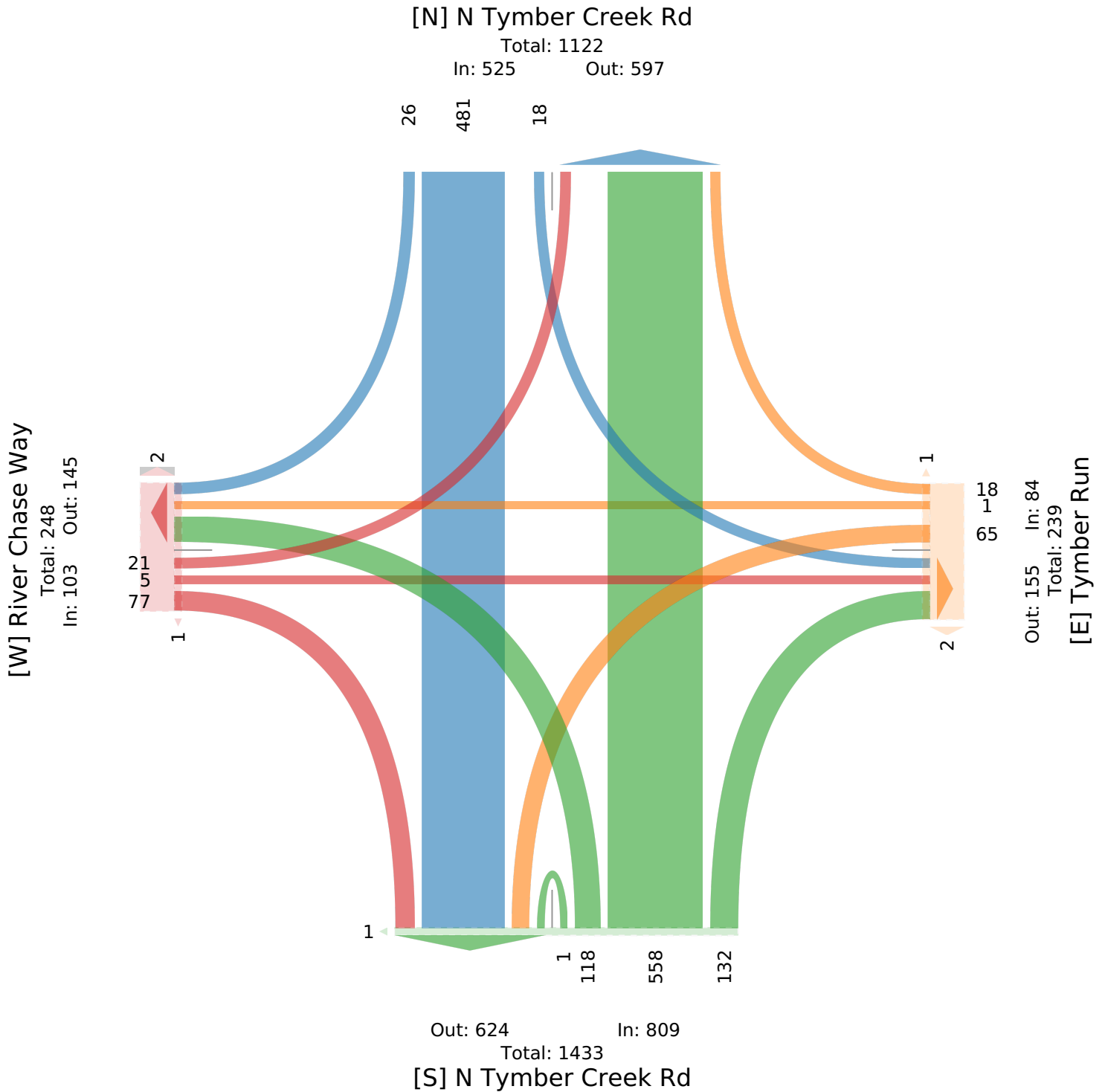
PM Peak (Dec 06 2022 4:30PM - 5:30 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Provided by: County of Volusia Traffic Engineering
FL, US



N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Provided by: County of Volusia Traffic Engineering
FL, US

Wed Dec 7, 2022

Midday Peak (Dec 07 2022 12:45PM - 1:45 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Leg Direction	N Tymber Creek Rd Southbound						Tymber Run Westbound						N Tymber Creek Rd Northbound						River Chase Way Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2022-12-07 12:45PM	7	87	3	0	97	0	5	0	11	0	16	0	18	95	22	0	135	0	24	0	6	0	30	0	278
1:00PM	5	67	4	0	76	0	0	0	14	0	14	0	18	92	21	0	131	0	28	1	5	0	34	1	255
1:15PM	4	78	0	0	82	0	2	1	15	0	18	1	14	90	23	0	127	1	19	0	4	0	23	0	250
1:30PM	5	74	1	0	80	1	6	0	17	0	23	1	17	99	23	0	139	0	24	0	6	0	30	0	272
Total	21	306	8	0	335	1	13	1	57	0	71	2	67	376	89	0	532	1	95	1	21	0	117	1	1055
% Approach	6.3%	91.3%	2.4%	0%	-	-	18.3%	1.4%	80.3%	0%	-	-	12.6%	70.7%	16.7%	0%	-	-	81.2%	0.9%	17.9%	0%	-	-	-
% Total	2.0%	29.0%	0.8%	0%	31.8%	-	1.2%	0.1%	5.4%	0%	6.7%	-	6.4%	35.6%	8.4%	0%	50.4%	-	9.0%	0.1%	2.0%	0%	11.1%	-	-
PHF	0.750	0.879	0.500	-	0.863	-	0.600	0.250	0.838	-	0.795	-	0.931	0.949	0.967	-	0.957	-	0.848	0.250	0.875	-	0.860	-	0.948
Lights	19	297	8	0	324	-	12	1	55	0	68	-	66	359	88	0	513	-	93	1	21	0	115	-	1020
% Lights	90.5%	97.1%	100%	0%	96.7%	-	92.3%	100%	96.5%	0%	95.8%	-	98.5%	95.5%	98.9%	0%	96.4%	-	97.9%	100%	100%	0%	98.3%	-	96.7%
Single-Unit Trucks	2	7	0	0	9	-	0	0	1	0	1	-	1	14	0	0	15	-	2	0	0	0	2	-	27
% Single-Unit Trucks	9.5%	2.3%	0%	0%	2.7%	-	0%	0%	1.8%	0%	1.4%	-	1.5%	3.7%	0%	0%	2.8%	-	2.1%	0%	0%	0%	1.7%	-	2.6%
Articulated Trucks	0	1	0	0	1	-	0	0	1	0	1	-	0	2	1	0	3	-	0	0	0	0	0	-	5
% Articulated Trucks	0%	0.3%	0%	0%	0.3%	-	0%	0%	1.8%	0%	1.4%	-	0%	0.5%	1.1%	0%	0.6%	-	0%	0%	0%	0%	0%	-	0.5%
Buses	0	1	0	0	1	-	0	0	0	0	0	-	0	1	0	0	1	-	0	0	0	0	0	-	2
% Buses	0%	0.3%	0%	0%	0.3%	-	0%	0%	0%	0%	0%	-	0%	0.3%	0%	0%	0.2%	-	0%	0%	0%	0%	0%	-	0.2%
Bicycles on Road	0	0	0	0	0	-	1	0	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Bicycles on Road	0%	0%	0%	0%	0%	-	7.7%	0%	0%	0%	1.4%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	1	-
% Pedestrians	-	-	-	-	-	0%	-	-	-	-	-	50.0%	-	-	-	-	-	0%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	100%	-	-	-	-	-	50.0%	-	-	-	-	-	100%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

N Tymber Creek Rd at Tymber Run/ River Chase... - TMC

Wed Dec 7, 2022

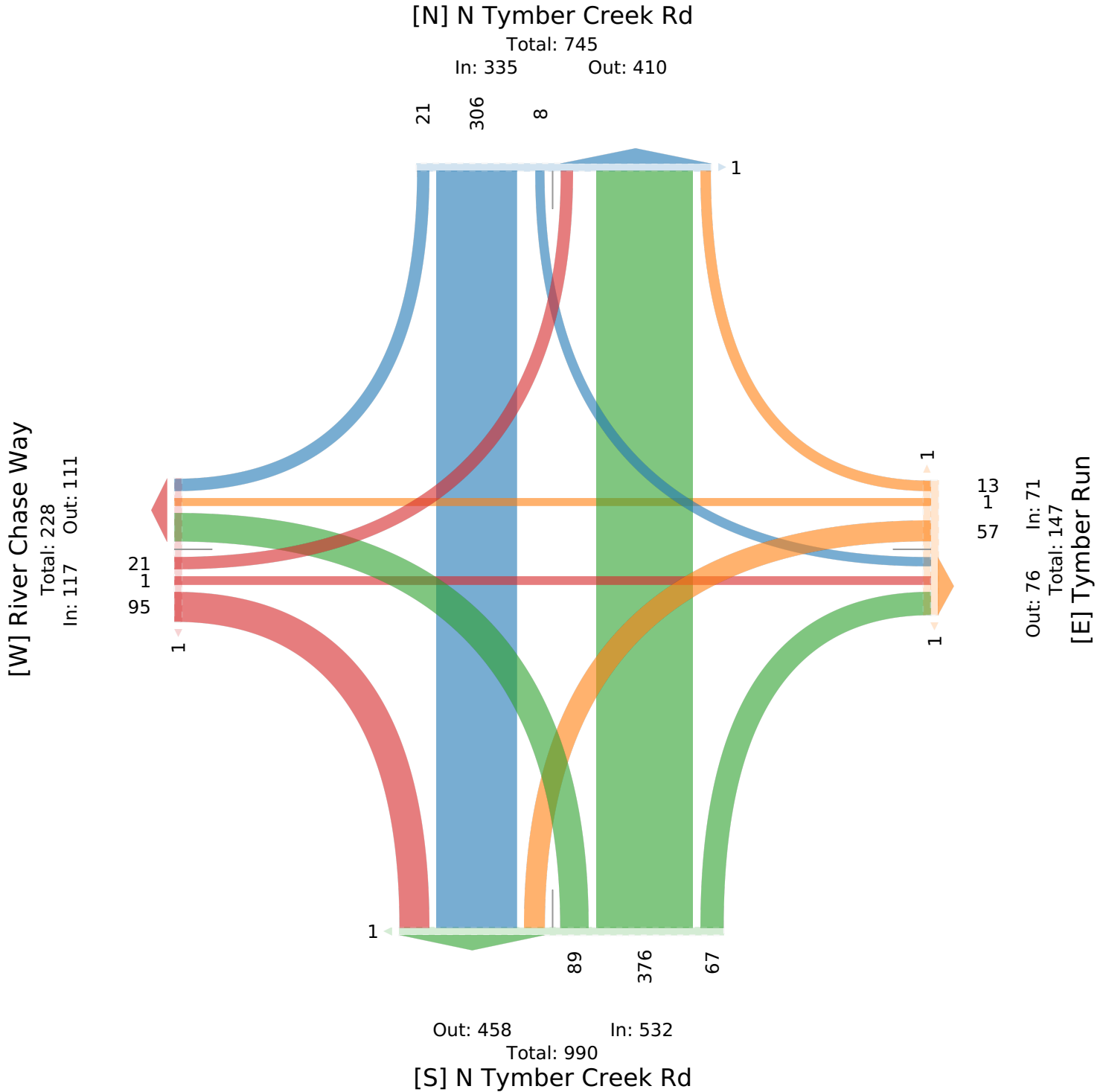
Midday Peak (Dec 07 2022 12:45PM - 1:45 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1023594, Location: 29.260595, -81.12904

Provided by: County of Volusia Traffic Engineering
FL, US



VOLUSIA COUNTY TRAFFIC ENGINEERING

LEFT TURN SIGNAL/PHASE WARRANT

WARRANT SATISFIED



N/A



YES



NO

CITY Ormond BeachCOUNTY VolusiaMAJOR ROAD Tymer Creek Rd.APPROACH LANES 2POSTED SPEED 45INTERSECTING ROAD River Chase WayAPPROACH LANES 1POSTED SPEED 30FORM COMPLETED BY AET w/ VCTE TMC's (Signal Warrant Study)DATE December 6, 2022REMARKS: Warrant for Northbound Left Turn Phase

HOUR	6-7A	7-8A	8-9A	10-11A	11-12P	12-1P	1-2P	2-3P	3-4P	4-5P	5-6P	6-7P
APPROACH												
NB Left V_o		25				84	78	91	111	120	131	89
SB Thru/RT V_L		760				358	316	510	446	477	427	294
PRODUCT: $V_o \times V_L =$		18,988				29,893	24,648	46,110	49,283	57,002	55,937	26,019

2-LANE APPROACH - PRODUCT GREATER THAN 100,000

☐ YES☒ NO

1-LANE APPROACH - PRODUCT GREATER THAN 50,000

☒ YES☐ NO

2-LANE APPROACH - LEFT TURN VOLUME > 100 VPH

☐ YES☒ NO

1-LANE APPROACH - LEFT TURN VOLUME > 90 VPH

☒ YES☐ NO

SPEED > 45 MPH

☐ YES☒ NO

AND VOLUME > 50 VPH

☒ YES☐ NO

INTERSECTION SIGNALIZED

☐ N/A☒ YES☐ NO

LEFT TURN PEAK > 2 VEHICLES/CYCLE/APPROACH

2.8 veh/cycle/approach

☒ YES☐ NO

Cycle Length (sec)

85

Cycles per Hour =

42.35

DELAY TO LEFT TURNS > 2 CYCLES

☐ YES☒ NO

FOUR (4) OR MORE LEFT TURN CRASHES/YEAR/APPROACH

☐ YES☒ NOCOMMENTS: Opposing volumes included Thru & Right

LEFT TURN SIGNAL/PHASE WARRANT

☐ N/A☐ **YES**☒ NO

COUNTY Volusia

POSTED SPEED 45

POSTED SPEED 30

DATE March 16, 2021

REMARKS: Warrant for Southbound Left Turn Phase

APPROACH	6-7A	7-8A	8-9A	10-11A	11-12P	12-1P	1-2P	2-3P	3-4P	4-5P	5-6P	6-7P
SB Left V_o		18				13	4	27	18	18	23	21
NB Thru/RT V_L		452				404	453	500	508	637	601	462
PRODUCT: $V_o \times V_L =$		7,901				5,050	1,810	13,250	8,881	11,148	13,823	9,461

☐ YES☒ NO☐ YES☒ NO☐ YES☒ NO☐ YES☒ NO☐ YES☒ NO☐ YES☒ NO☐ N/A☒ YES☐ NO☐ YES☒ NO

85

42.4

☐ YES☒ NO☐ YES☒ NO

COMMENTS: Opposing volumes included Thru & Right

Tymber Creek Rd at River Chase Way/Tymber Run Intersection Related Crashes

HSMV Report Number	Crash Date	Crash Time	Crash Type	Direction on Tymber Creek Rd	Direction on River Chase Run/Tymber Run	Light Condition	Weather	Roadway Surface	Injuries	Fatalities	Estimated Damages	Cause of Incident
89239662	2/22/2020	2:25 AM	Animal	NB/SB	-	Dark-Lighted	Clear	Dry	0	0	\$2,000	Vehicle collision with Animal
24317031	4/28/2021	1:29 PM	Angle	NB/SB	-	Daylight	Clear	Dry	0	0	\$10,000	NB left turning vehicle failed to yield ROW to SB thru vehicle
24317931	8/4/2021	4:42 PM	Rear End	SB	-	Daylight	Rain	Wet	0	0	\$7,500	Rear end
24793806	3/1/2022	6:02 PM	Angle	NB/SB	-	Dusk	Clear	Dry	1	0	\$10,000	SB left turning vehicle failed to yield ROW to NB thru vehicle
24793901	3/22/2022	2:18 PM	Rear End	SB	-	Daylight	Clear	Dry	0	0	\$800	Rear end
24793927	3/30/2022	1:21 PM	Angle	NB	EB	Daylight	Clear	Dry	0	0	\$800	EB U-turning vehicle failed to yield ROW to NB left turning vehicle
24793948	4/7/2022	11:22 PM	Other	SB	-	Dark-Not Light	Clear	Dry	0	0	\$2,500	SB left turning vehicle failed to manage left turn and hits signs
24794052	5/4/2022	4:38 PM	Angle	NB/SB	-	Daylight	Clear	Dry	3	0	\$30,000	SB left turning vehicle failed to yield ROW to NB thru vehicle
25536761	11/18/2022	9:46 PM	Angle	NB/SB	-	Daylight	Clear	Dry	1	0	\$ 10,000	NB left turning vehicle failed to yield ROW to SB thru vehicle

From: [Sean Castello](#)
To: [Finley, Shawn](#)
Subject: RE: [EX] Signal Modification Request - N. Tymber Creek Road / Tymber Run
Date: Thursday, February 23, 2023 4:29:05 PM
Attachments: [image001.png](#)
[image002.png](#)
[image006.png](#)
[image003.png](#)
[LT TN Tymber Creek River Chase -Final Feb 2023.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hey Shawn,

Thanks for talking with me on Tuesday to discuss improvements to the intersection of N Tymber Creek Rd and Tymber Run. Please see the attachment of the approved study that we have prepared in house.

In addition, our estimate comes to \$15000 for the full installation of 2 new left turn phases. Below is the cost break down:

- Cabinet \$10,750
- 4 Section heads \$800.00
- Disconnects \$300.00
- Labor \$3150.00

Please let me know if you have any questions.

Have a good one,

Sean L. Castello, P.E.
Civil Engineer III

123 W Indiana Ave, Room 400
Deland, FL 32720
386-736-5968

From: "Finley, Shawn" <Shawn.Finley@ormondbeach.org>
Sent: Monday, June 6, 2022 3:17 PM
To: Sean Castello <SCastello@volusia.org>
Subject: [EX] Signal Modification Request - N. Tymber Creek Road / Tymber Run

CAUTION: This email originated from outside Volusia County's email system. DO NOT CLICK links or attachments unless you recognize the sender and/or know the content is safe.

Sean –

Hope all is well.

I was contacted by a representative from the Homeowners Association at Tymber Creek Subdivision requesting a protected left turn movement from Tymber Run at the intersection of this road (River Chase Way to the west) and North Tymber Creek Rd. The resident cited a number of crashes at this location, however I was not able to find any on Signal 4.

The resident's name and contact info is
Scott Buckwalt
Tymber Creek HOA
386-451-1682
S324B@bellsouth.net

Any help in looking at this intersection is appreciated.

Shawn

Shawn Finley, P.E.
City of Ormond Beach
Public Works Director
386-676-3292 (office)
386-872-2755 (cell)



Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF ORMOND BEACH, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Ormond Beach, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 22 South Beach Street, Ormond Beach, Florida 32174, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2022** and shall terminate at midnight on **September 30th, 2025** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Joyce Shanahan, 22 South Beach Street, Ormond Beach, Florida 32174.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the “Florida Governmental Conflict Resolution Act.”

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Ormond Beach Fiscal Years 2022-23, 2023-24 and 2024-25* which is hereby attached as the thirteen page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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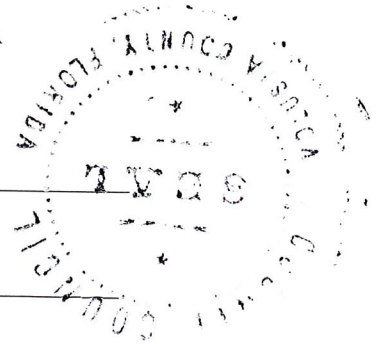
IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Ormond Beach have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: [Signature]
Name: George Recktenwald
Title: County Manager
Dated: 9/27/22

COUNTY OF VOLUSIA

By: [Signature]
Name: Jeffrey S. Brower
Title: County Chair
Dated: 9/20/2022



ATTEST:

By: [Signature]
Name: Susan Carroll Dauderis
Title: City Clerk
Dated: 8/17/2022

CITY OF ORMOND BEACH

By: [Signature]
Name: Bill Partington
Title: Mayor
Dated: August 16, 2022

By: [Signature]
Name: Joyce Shanahan
Title: City Manager
Dated: 8/17/2022

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Ormond Beach

Fiscal Years 2022-23, 2023-24 and 2024-25

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF ORMOND BEACH
FY 2022-23, 2023-24 AND 2024-25**

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Ormond Beach (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director. CITY is aware that the Florida Department of Transportation (FDOT) is revising their signal maintenance agreements so that FDOT signals in the CITY currently required to be maintained by the CITY shall become the COUNTY’s responsibility per FDOT requirements beginning in either July 2023 or 2024. As such,

those signals identified as FDOT ownership in Exhibit “A” will transition to the COUNTY and be removed from this agreement in July 2023 or 2024.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit “A”. The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY’s current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit “A” is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. The following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF ORMOND BEACH - TRAFFIC CONTROL DEVICES
As of 5/13/2022

WITHIN COASTAL ZONE ☒ YES ☐ NO
FDOT ADDENDUM APPLICABLE ☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
030	ARROYO PKWY @ BEACH ST							✓					CITY
032	JOHN ANDERSON DR @ NICHOLAS DR							✓					CITY
033	JOHN ANDERSON DR @ OCEAN TER							✓					CITY
037	RIVERSIDE DR @ PINE RD							✓					CITY
038	BANYAN DR @ HALIFAX DR							✓					CITY
048	FLUHART DR @ PINE RD							✓					CITY
061E	SR A1A/OCEAN SHORE BL @ BROOKS DR							LE LED					FDOT
061W	SR A1A/OCEAN SHORE BL @ BROOKS DR							LE LED					FDOT
071N	SR 40/GRANADA BL @ FEC RR							✓					FDOT
071S	SR 40/GRANADA BL @ FEC RR							✓		F	✓	✓	FDOT
084E	SR A1A @ ANDY ROMANO PARK				RRFB								FDOT
084N	SR A1A @ ANDY ROMANO PARK				RRFB								FDOT
084S	SR A1A @ ANDY ROMANO PARK				RRFB								FDOT
084W	SR A1A @ ANDY ROMANO PARK				RRFB								FDOT
085E	SR 40 @ EAST OF LEWIS ST				RRFB								FDOT
085N	SR 40 @ EAST OF LEWIS ST				RRFB								FDOT
085S	SR 40 @ EAST OF LEWIS ST				RRFB								FDOT
085W	SR 40 @ EAST OF LEWIS ST				RRFB								FDOT
148	SR 40/GRANADA BL @ HALIFAX DR		✓							F	✓	✓	FDOT
203	SR 40/GRANADA BL @ SR 5A/NOVA RD		✓							F	✓	✓	FDOT
204	SR 5/US 1/YONGE ST @ SR 40/GRANADA BL		✓							F	✓	✓	FDOT

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
205	SR 40/GRANADA BL @ RIDGEWOOD AV		✓							F	✓	✓	FDOT
206	SR 40/GRANADA BL @ SR A1A/OCEAN SHORE BL	✓								F	✓	✓	FDOT
207	SR 40 @ MAIN TRL/OLD TOMOKA RD		✓							F	✓	✓	FDOT
208	SR A1A/OCEAN SHORE BL @ CARDINAL AV	✓											FDOT
209	FLUHART DR @ HALIFAX DR N	✓											CITY
233	SR 40/GRANADA BL @ ORCHARD ST		✓							F	✓	✓	FDOT
261	SR A1A/OCEAN SHORE BL @ HARVARD DR	✓											FDOT
287	SR 5A/NOVA RD @ MAIN TRL/WILMETTE AV		✓							F	✓	✓	FDOT
341	SR 5/US 1 @ WILMETTE AV		✓							F	✓	✓	FDOT
363	SR 5/US 1 @ DIVISION AV		✓							F	✓	✓	FDOT
364	SR 40 @ SEMINOLE DR		✓							F	✓	✓	FDOT
376	SR 40 @ BREAKAWAY TRAILS		✓							F	✓	✓	FDOT
386	SR A1A/OCEAN SHORE BL @ NEPTUNE	✓								F	✓	✓	FDOT
387	SR 5A/NOVA RD @ FIRE STATION					✓				F	✓	✓	FDOT
397	SR 5A/NOVA RD @ VILLAGE DR/WOODLANDS BLVD		✓							F	✓	✓	FDOT
398	SR 5A/NOVA RD @ DIVISION AV		✓							F	✓	✓	FDOT
401	TYMBER CREEK RD @ RIVER CHASE WAY/TYMBER RUN	✓								F			CITY
402	SR A1A/ATLANTIC AV @ ORMOND BEACH FIRE STATION					✓				F	✓	✓	FDOT
454	SR 40/GRANADA BL @ TOMOKA AV		✓							F	✓	✓	FDOT
459	US 1 @ BROADWAY AV		✓							F	✓	✓	FDOT
591E	AIRPORT RD @ LEEWAY TR				SZ								CITY
591W	AIRPORT RD @ LEEWAY TR				SZ								CITY

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

FDS – Emergency Fire Dept Signal

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
TWB – Traffic Warning Beacon (LE LED) – Leading Edge LED
UPS – Uninterruptible Power Supply/Battery Backup
OPT – Opticom (F) – Fire (B) – Bus Priority

EXHIBIT B
VOLUSIA COUNTY HOURLY RATES PER CLASSIFICATION¹
FY 21/22

Traffic Engineering

<u>Employee Classifications/Positions</u>	<u>Min Hourly Rate</u>	<u>Max Hourly Rate</u>
Traffic Signal Operations Supervisor	\$ 52.98	\$ 71.14
Traffic Signal Technician (I, II and III)	\$ 38.18	\$ 63.77
Traffic Engineer	\$ 118.56	\$163.95

<u>Equipment Classifications</u>	<u>Hourly Rate</u>
Sedan	\$ 6.00
Truck Bucket	\$22.80
Truck Pickup	\$ 6.00
Truck Platform	\$17.62
Van	\$ 6.00

¹ All employee rates shall be billed based upon the actual costs to the County for the employee(s) performing services, which costs shall comport with the applicable employment classifications and hourly rate ranges provided herein. The parties have made an effort to account for all classifications for employees who could potentially perform services pursuant to this Agreement; however, if the services of an employee whose classification is not listed herein are required for a particular project or task pursuant to this Agreement, the County shall contact the City manager or his/her designee and receive his/her approval in writing as to the use of such employee prior to commencing such project or providing such services.

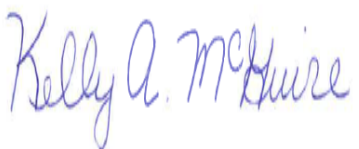
Volusia County Interlocal Agreement for Municipal Services
FY 22/23 Expenses
PO 20230161 \$40,000

Traffic Signal Maintenance

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Total
Labor	\$ 2,200.50	\$ 5,078.09	\$ 1,184.89										\$ 8,463.48
Equipment	\$ 712.83	\$ 1,645.00	\$ 383.83										\$ 2,741.67
Materials	\$ 4,221.58	\$ 9,642.95	\$ 2,237.63										\$ 16,102.16
Contractor													\$ -
Total	\$ 7,134.92	\$ 16,366.04	\$ 3,806.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,307.31

Road/Bridge Expenses

													\$ -
													TOTAL PAID: \$ 27,307.31
													PO Remaining: \$12,692.69

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.E
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-88	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	313 N. Tymber Creek Annexation Agreement			
Budget Impact:	There is no budget impact as the result of this request as the City currently provides utility service along Tymber Creek Road. The property owner would be required to pay for any line extension costs.			
Summary:	This is a request to approve an annexation agreement for the property at 313 North Tymber Creek Road.			
Recommended Action:	It is recommended that the City Commission approve the attached annexation agreement for the property at 313 North Tymber Creek Road.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		4/14/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: 313 N. Tymber Creek Annexation Agreement
Commission Goal: Transportation & Community Development - Other

Introduction

This is a request to approve an annexation agreement for the property at 313 North Tymber Creek Road.

Background

The subject property is located in unincorporated Volusia County and proposes a water connection to a new mobile home.

Discussion

The City's Comprehensive Plan and Land Development Code require either annexation or an annexation agreement for the connection of utilities for properties located outside the City limits. The subject property is not contiguous and therefore unable to annex into the City. The property owner is required to sign an annexation agreement for the provision of water services.

Budget Impact

There is no budget impact as the result of this request as the City currently provides utility service along Tymber Creek Road. The property owner would be required to pay for any line extension costs.

Citizen Impact

The annexation agreement is not expected to have any citizen impact.

Recommendation

It is recommended that the City Commission approve the attached annexation agreement for the property at 313 North Tymber Creek Road.

Attachments:

1. 23-88 313 N. Tymber Creek Road (P23-0068G)
2. 313 N Tymber Creek Rd Agreement
3. Exhibit A - 313 N TYMBER CREEK ANNEXATION - sketch and legal

Approvals:



Kelly McGuire, Finance Director

Date: April 14, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

RESOLUTION NO. 2023-88

A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND JAMES TAYLOR, JR., FOR PROPERTY LOCATED AT 313 NORTH TYMBER CREEK ROAD, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, James Taylor, Jr., (“the Property Owner”) is the owner of certain real property (“the Property”) located at 313 North Tymber Creek Road, Ormond Beach, Volusia County, Florida, and more particularly described and depicted in that Water, Sewer and Annexation Agreement (“the Agreement”) attached hereto and incorporated herein by reference (Parcel ID No.: 4124-04-00-0490), and

WHEREAS, the Property is presently situated in the unincorporated territory of Volusia County (“the County”) and is outside the corporate limits of the City of Ormond Beach (“the City”), and

WHEREAS, the City's *Land Development Code* requires owners of property outside the City's corporate boundaries who desire to receive water and sewer services from the City to agree to annex their property into the City, and

WHEREAS, the Property Owner has agreed to pay the City’s cost to extend the service lines to serve the Property with water and sewer services in accordance with the *Land Development Code*, and

WHEREAS, the Property Owner acknowledges that water rates for users outside the City are higher than rates charged to users within the City, and

WHEREAS, the City and the Property Owner desire to enter into a Water, Sewer and Annexation Agreement for the purposes expressed therein, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Water, Sewer and Annexation Agreement between the City and James Taylor, Jr., a copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Water, Sewer and Annexation Agreement, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED, this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE

Florida Bar No. 0747157

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175-0277

386-676-3217

LOCATION: 313 North Tymber Creek Road

PARCEL ID NO.: 4124-04-00-0490

WATER, SEWER AND ANNEXATION AGREEMENT

This Agreement is entered into by and between the **CITY OF ORMOND BEACH**, Florida, a municipal corporation (the “City”), and **JAMES TAYLOR, JR.**, (the “Property Owner”).

WITNESSETH:

WHEREAS, the Property Owner owns the real property (“the Property”) located at 313 North Tymber Creek Road, and more particularly described and depicted on Exhibit “A” attached hereto and incorporated herein by reference. (Parcel ID No.: 4124-04-00-0490), which is situated in the unincorporated territory of Volusia County, Florida (“the County”) and the Property is presently situated outside the corporate limits of the City; and

WHEREAS, the City and Property Owner acknowledge that Florida law requires a municipality to place property that is annexed into the corporate limits of the City within a land use category and zoning district that reflects the actual development; and

WHEREAS, the City’s *Land Development Code* requires owners of property to agree to annex into the City when their property becomes contiguous to the City’s boundaries in order to obtain water and sewer services from the City, and

WHEREAS, the Property Owner desires the City to construct and install water and sewer lines to the Property in accordance with the *Land Development Code*, and

WHEREAS, the Property Owner shall pay the City’s cost to extend water and sewer lines to serve the Property, and

WHEREAS, the Property Owner acknowledges the City's water rates for users outside the City are higher than the rates charged for users within the City; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Property Owner hereby agree as follows:

1. **RECITALS.** The foregoing recitals accurately reflect the purpose and intent of the parties and are incorporated herein by reference.

2. **EXTENSION OF WATER AND SEWER LINES.** The Property Owner shall pay the City's cost to extend service lines in order to construct all potable water lines and sanitary sewer lines, including lift stations if necessary, to serve the Property.

3. **ANNEXATION AND PROVISION OF WATER.** Subject to the terms and conditions of this Agreement, when any part of the boundary of the Property is contiguous with any part of the corporate boundary of the City, the Property Owner and City shall take all necessary and reasonable action to annex the Property into the City. This Agreement shall constitute the petition/request for annexation. The Property Owner shall seek annexation exclusively with the City. The City shall, exercise its best efforts to annex other properties in order to make the City's corporate boundaries contiguous with the Property.

4. **CLASSIFICATION OF PROPERTY UPON ANNEXATION.** The Property is currently classified under the County's land use category. The City shall determine the City land use category and zoning district that reflects the actual classification of the Property at the time of annexation.

5. **EFFECTIVE DATE.** This Agreement shall be effective on the date it is last executed by the respective parties. The officials who have subscribed their names below are duly authorized representatives of the principals for whom they have executed this Agreement, and they each have full and complete authority to execute this Agreement on behalf of and to bind their principals.

6. **REMEDIES.** Nothing in this Agreement will be construed to limit the right of either the Property Owner or the City to pursue any and all legal and/or equitable remedies related to a party's non-performance under this Agreement, including specific performance. The City will not be deemed to have waived sovereign immunity in any manner or respect whatsoever and the City hereby expressly reserves and retains all rights, privileges, benefits, limitations, and immunities of sovereign immunity, as the same presently exists or may hereafter be amended.

7. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City and the Property Owner and their successors in interest. No right or cause of action will accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successor and assigns.

8. **SUCCESSORS AND ASSIGNS.** This Agreement and the terms and conditions hereof will be binding upon and inure to the benefit of the City and Property Owner and their respective successors in interest.

9. **APPLICABLE LAW.** This Agreement and the provisions contained herein will be construed, controlled and interpreted according to the laws of the State of Florida.

10. BINDING EFFECT. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

11. RECORDING. The City will, within five (5) business days following full execution of this Agreement and its acceptance by the Ormond Beach City Commission shall record a fully executed counterpart of this Agreement and certified copy of the Resolution in the Public Records of Volusia County, Florida.

12. CHOICE OF LAW, JURISDICTION AND VENUE. This Agreement, and the acts performed hereunder, shall at all times be consistent with all applicable Federal, State, and local laws, rules and regulations. Florida law will govern the interpretation and enforcement of this Agreement. In any action or proceeding to enforce or interpret the terms of this Agreement, jurisdiction shall lie exclusively in the circuit or county courts of the Seventh Judicial Circuit in and for Volusia County, Florida; and venue will be exclusively in Volusia County, Florida. The parties waive jurisdictional and venue in any other forum.

13. CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT. This Agreement is the result of *bona fide* arms-length negotiations between the City and the Property Owner. Both parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other party.

14. ATTORNEYS' FEES AND COSTS. In the event of any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and taxable court costs incurred, through and including all appeals.

15. SEVERABILITY. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, is held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision and the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

16. NOTICES. Any notice that is to be delivered hereunder will be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

CITY:

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Post Office Box 277
Ormond Beach, FL 32174

PROPERTY OWNER:

James Taylor, Jr.
265 North Tymber Creek Road
Ormond Beach, FL 32174

17. ENTIRE AGREEMENT. This Agreement constitutes the complete and entire Agreement between the City and the Property Owner with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.

18. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approval by the City Commission and Property Owner, and signed by both parties to this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Property Owner have each caused this Agreement to be executed on the dates described below.

DATED: _____, 2023

CITY OF ORMOND BEACH, a Florida municipal corporation

WITNESSES:

Signature: _____
Print Name: _____

By: _____
BILL PARTINGTON, Mayor
22 South Beach Street
Ormond Beach, FL 32174

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by **BILL PARTINGTON** and **JOYCE SHANAHAN**, in their official capacity as the Mayor and the City Manager, respectively, of the City of Ormond Beach, a Florida municipal corporation who are personally known to me.

NOTARY PUBLIC State of Florida at large
My Commission Expires:

DATED: _____, 2023 **PROPERTY OWNER**

WITNESSES:

Signature: _____
Print Name: _____

By: _____
JAMES TAYLOR, JR.
 265 North Tymber Creek Road
 Ormond Beach, FL 32174

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by **JAMES TAYLOR, JR.**, who provided _____ as identification or is personally known to me.

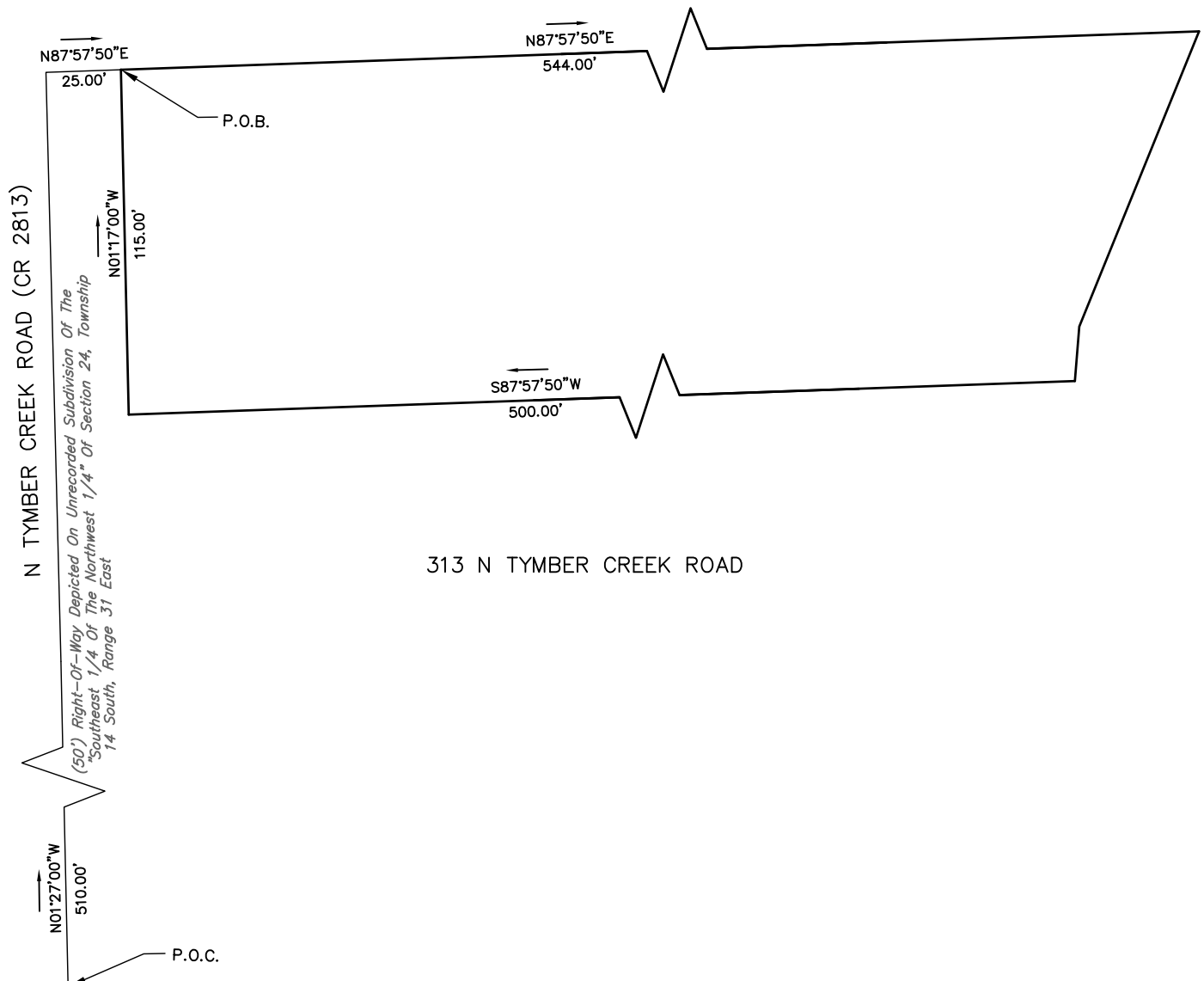
NOTARY PUBLIC State of Florida at large
My Commission Expires:

EXHIBIT "A"

PARCEL NO. 4124-04-00-0490, A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

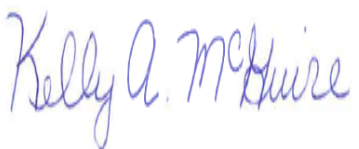
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH 01°27'00" WEST ALONG THE CENTER LINE OF NORTH TYMBER CREEK ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED), A DISTANCE OF 510.00 FEET; THENCE DEPARTING SAID CENTERLINE, RUN NORTH 87°57'50" EAST A DISTANCE OF 25.00 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID NORTH TYMBER CREEK ROAD, SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 87°57'50" EAST A DISTANCE OF 544.00 FEET±, TO A POINT IN THE CENTERLINE OF A CREEK; THENCE MEANDERING SOUTHWESTERLY ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 130.00 FEET±; THENCE DEPARTING SAID CENTERLINE, RUN SOUTH 87°57'50" WEST A DISTANCE OF 500.00 FEET± TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH TYMBER CREEK ROAD, THENCE NORTH 01°17'00" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 59,713 SQ.FT. OR 1.37 ACRES MORE OR LESS



City of Ormond Beach
Engineering Division

DATE: 3/27/23	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 1	DRAWN BY: CO

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.F
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Public Safety - Other			
Department :	Finance - Grants			
Subject:	Edward Byrne Memorial Justice Assistance Grant Program			
Budget Impact:	There is no budget impact to the City.			
Summary:	This is a request from Volusia County for the City's approval of its use of federal Edward Byrne Memorial Justice Assistance Grant (JAG) funding for SMA Healthcare - Adult Drug Court in the amount of \$139,627.			
Recommended Action:	It is recommended that the City Commission approve the proposed Volusia County distribution of \$139,627 as recommended and approve the attached letter for the Mayor's signature.			
Staff Contact:	Loretta Moio, Grants Coordinator, (386) 676-3315			
Approval:				
Kelly McGuire, Finance Director		4/21/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Loretta Moisio, Grants Coordinator
Date: May 2, 2023
Subject: Edward Byrne Memorial Justice Assistance Grant Program
Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission to approve the recommended distribution of \$139,627 of federal fiscal year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program funds for one (1) substance abuse, crime prevention, and justice assistance programs within Volusia County, and planning and evaluation.

Background

Grant regulations require approval of the funding distribution by the majority of all local governments within the County. In an email of April 20, 2023, Mayor Partington received notification of the requested distribution letters from a majority of Volusia County municipalities with a requested return date of no later than May 5, 2023.

Discussion

Below is the complete distribution list which has been recommended by Volusia County Community Assistance.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$139,627
	Total	\$139,627

Budget Impact

There is no budget impact to the City.

Citizen Impact

The programs selected are County-wide programs run by non-profit agencies which assist citizens in need throughout Volusia County.

Recommendation

It is recommended that the City Commission approve the proposed Volusia County distribution of \$139,627 as recommended and approve the attached letter for the Mayor's signature.

Attachments:

1. Ormond Beach Letter
2. Volusia County-JAG FY 2021_22 51% Letters

Approvals:



Kelly McGuire, Finance Director

Date: April 21, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023



CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3204 • Fax: (386) 676-3330
bill.partington@ormondbeach.org

Bill Partington
MAYOR

April 20, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
PO Box 1489
Tallahassee, Florida 32302

Dear Mr. Menacof:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Ormond Beach approves the distribution of \$139,627 of Federal Fiscal Year 2021/22 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program	\$139,627
	Total	\$139,627

Sincerely,

Bill Partington
Mayor

Date



Visit our website: www.ormondbeach.org

From: [Shanahan, Joyce](#)
To: [Moisio, Loretta](#)
Subject: FW: Volusia County-JAG FY 2021/22 51% Letters
Date: Thursday, April 20, 2023 5:03:49 PM
Attachments: [City of Ormond Beach.pdf](#)

Please advise

From: Antoinette Cannon <ACannon@volusia.org>
Sent: Thursday, April 20, 2023 3:29 PM
To: Partington, Bill <Bill.Partington@ormondbeach.org>
Cc: Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: Volusia County-JAG FY 2021/22 51% Letters

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

The County has been notified that we are eligible to receive funding from the FY 2021/22 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that was released by the Florida Department of Law Enforcement (FDLE) in July 2022. The House Next Door was awarded grant funding and requested to withdraw their application. As a program requirement, the County must receive approval from 51% of cities located within Volusia County in order to reallocate funding.

The JAG program focuses on providing funding to nonprofit organizations to improve the criminal justice system through one or more purpose areas. This includes, but is not limited to, programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending funds in the amount of \$34,105 be allocated to SMA Healthcare, Inc. for an Adult Drug Court program from The House Next Door's Success by Design program.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of \$139,627 to SMA Healthcare, Inc.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto your city's letterhead
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original letters** to the County of Volusia, Division of Community Assistance, Attention: Brittany Louis, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the **two original letters** be returned by **May 5, 2023**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5955 extension # 12285 or email at BLouis@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Antoinette Cannon

Budget Analyst
County of Volusia
123 W. Indiana Ave.
Deland, FL 32720
Office: 386-736-5955 Ext. 12492
Email: ACannon@volusia.org

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.G
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Economic Development - Other			
Department :	Economic Development			
Subject:	Collaborative Agreement with SCORE to Provide Business Assistance Services			
Budget Impact:	The current Fiscal Year General Fund Budget (2022-2023) includes \$6,000 to cover any fees incurred during the remainder of the year for services provided by SCORE.			
Summary:	The Economic Development Department seeks to enter into an agreement with SCORE Flagler/Volusia Chapter 87 to provide business counseling and mentoring services to individuals or businesses located in Ormond Beach. SCORE is an important partner and champion for economic development locally and regionally.			
Recommended Action:	Staff recommends the City Commission approve the agreement between the City and SCORE Chapter 87 to initiate business assistance services available through the City of Ormond Beach.			
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266			
Approval:				
Kelly McGuire, Finance Director		4/19/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Brian Rademacher, Economic Development Director
Date: May 2, 2023
Subject: Collaborative Agreement with SCORE to Provide Business Assistance Services

Commission Goal: Economic Development - Other

Introduction

This is a request to enter into an agreement with the Service Corp of Retired Executives (SCORE) Flagler/Volusia Chapter 87 to provide business counseling and mentoring services to individuals or businesses located in Ormond Beach.

Background

SCORE is a national non-profit service corporation that specializes in counseling and mentoring new and existing small businesses at no cost. In addition to providing one-on-one mentoring to businesses, SCORE provides workshops, both in-person and online, providing best practices and education on a variety of subjects relevant to businesses in various stages of their business cycle. SCORE is an important partner and champion for economic development locally and regionally.

Discussion

The Ormond Beach Economic Development Department routinely partners with SCORE in carrying out objectives in the City's Economic Development Strategic Plan. Specifically, they help businesses as they start-up, expand, and grow. Both the City and SCORE wish to co-operate in the delivery of counseling and mentoring services to potential and existing businesses in Ormond Beach.

The agreement between the City and SCORE will establish a 'business assistance center' where counselors with extensive practical business experience will be available to meet with Ormond Beach entrepreneurs and businesses. SCORE, as appropriate, will maintain availability in City Hall to conduct counseling and mentor sessions either through office hours or by appointment. The intent behind this center is to develop an 'Open for Business' environment where Ormond Beach businesses have a go-to

location to seek support in operating a business. Additionally, this will help develop a referral system so entrepreneurs and small businesses can more easily access services and programs available through the City Economic Development Department and SCORE.

The Volusia/Flagler SCORE Chapter #87, as a non-profit, is partially funded through generous support from the Small Business Administration (SBA). Local SCORE Chapters gain local funding support through non-profit grants and various fundraising initiatives. Through this agreement between the City and SCORE, SCORE will mentor Ormond Beach entrepreneurs and small business owners at no cost to the business owner or entrepreneur. SCORE will invoice the City on a quarterly basis for each hour of client counseling at a rate of \$75 per client hour with the total amount payable by the City to SCORE not to exceed \$6,000. This funding will directly support the local SCORE chapter in their efforts to provide the selfless contributions of the dedicated mentors and business coaches that volunteer their time to the business community.

Additionally, the Economic Development Department will work with SCORE to make available City Hall, a City Community Center, or an agreed upon venue in Ormond Beach for SCORE to host their local workshops. These workshops will be related to business development, management, leadership, market research, home-based businesses and entrepreneurship (among many others). This initiative will further enhance services provided to small businesses and entrepreneurs that are growing in the city. It is also intended to provide a seamless experience for business owners and entrepreneurs to grow their idea and their business within the City of Ormond Beach.

Budget Impact

The current Fiscal Year General Fund Budget (2022-2023) includes \$6,000 to cover any fees incurred during the remainder of the year for services provided by SCORE.

Citizen Impact

SCORE works closely with the City of Ormond Beach staff to enhance the economic development program of business retention, expansion, and recruitment. The creation of this business assistance services initiative will have a positive impact on the citizens of Ormond Beach, as it will improve the business climate, foster entrepreneurialism and small business development, and provide seamless access to services that will help businesses succeed.

Recommendation

Staff recommends the City Commission approve the agreement between the City and SCORE Chapter 87 to initiate business assistance services available through the City of Ormond Beach.

Attachments:

1. Ormond Beach FY 2023 SCORE Scope of Services

2. SCORE agreement

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023



Tel: 386 255-6889
www.volusiaflagler.score.org

Email:
ch.admin0087@scorevolunteer.org

VOLUSIA/FLAGLER CHAPTER 87
601 INNOVATION WAY
SUITE 134
DAYTONA BEACH, FL 32114

December 1, 2022

City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32124

Attention: Brian Rademacher, Economic Development Director

SCORE Quote for Services to the City of Ormond Beach - Fiscal 2023

Scope of Services:

- SCORE will provide business counseling and mentoring services on a no cost basis to any individual or small business (referred to as clients) located or living in the city of Ormond Beach during the fiscal year 2023.
- SCORE will provide counselors who have practical business experience.
- SCORE counselors will meet with entrepreneurs and small business owners in as many one-hour mentoring sessions as the client desires.
- SCORE will work with the appropriate City staff to develop and make available workshops and webinars related to business development and management.
- SCORE will not charge clients for mentoring services.
- With adequate notice, SCORE will make available for review all applicable records related to mentoring and resulting invoices to City staff and its auditors.

- As appropriate, SCORE will maintain an office in a location to be determined.

Terms of Payment:

- SCORE will invoice the City on a quarterly basis for each hour of client counseling and preparation completed at the rate of \$75 per client hour. The invoices will contain sufficient documentation of services provided, however will not contain the names of individuals or businesses due to SCORE privacy requirements.
- For the fiscal year 2023, the total amount paid to SCORE by the city for services rendered will not exceed \$6,000.
- The City will pay properly submitted invoices with acceptable documentation within forty-five (45) days of receipt in accordance with the terms of this agreement.

Please let me know if any additional information is needed to complete the Quote for Services. Thank you in advance for your support. SCORE is pleased with the opportunity to begin a mutually beneficial partnership with the City of Ormond Beach.

On behalf of SCORE,

Phillip Bailey

Treasurer and Certified Mentor

SCORE | Volusia Flagler

Email: phillip.bailey@scorevolunteer.org

Tel: 386 255-6889 www.score87.org Email: info@score87.org **VOLUSIA/FLAGLER CHAPTER 87**

601 INNOVATION WAY, SUITE 134, DAYTONA BEACH, FL 32114

SCORE is a resource partner with the U.S. Small Business Administration

ORMOND BEACH ECONOMIC DEVELOPMENT BUSINESS MENTORING SERVICES AGREEMENT

CITY OF ORMOND BEACH, FLORIDA

and

SCORE

This Business Mentoring Agreement, herein referred to as the “Agreement,” is entered by and between the City of Ormond Beach, Florida, a political subdivision of the State of Florida, hereinafter referred to as “City,” and Score (Service Corps of Retired Executives)ⁱ, a nonprofit association herein referred to as “Score”.

WHEREAS, Score is a nonprofit association supported by the U.S. Small Business Administration. Score is dedicated to helping small businesses get off the ground, grow and achieve their goals through no cost education and mentorship to entrepreneurs. Score has been helping small business owners since 1965; and

WHEREAS, Score is currently providing these services within other Volusia and Flagler municipalities. Score and the City would like to bring the services to small business owners within Ormond Beach; and

WHEREAS, The City of Ormond Beach Economic Development Department wishes to improve access to business support services available through eco-system partners available in the region; and

WHEREAS, The City of Ormond Beach Economic Development Department wishes to enhance the services provided to small business and entrepreneurs that are growing in the City and provide a seamless experience to grow their idea and their business within the City of Ormond Beach; and

WHEREAS, The City of Ormond Beach Economic Development Department wishes downtown to become a go-to hub for business activity; and

WHEREAS, The City of Ormond Beach seeks to foster economic growth that will provide additional services and job growth for residents; and

WHEREAS, The City seeks to foster entrepreneurialism and small business development; and

WHEREAS, the Florida Legislature enacted section 166.021 (8) (a)-(d), Florida Statutes, which grants economic development powers to municipalities and acknowledges that the expenditure of public funds for economic development activities is a valid public purpose; and

NOW THEREFORE, in consideration of the covenants and considerations herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- (1) SCORE will provide business counseling and mentoring services at a no cost basis to any individual or small business (referred to as clients) located in Ormond beach or resident living in Ormond Beach in the City of Ormond Beach for the duration of this agreement.
- (2) SCORE will provide counselors who have extensive practical business experience.
- (3) SCORE counselors will meet with entrepreneurs and small business owners in as many one-hour counseling sessions as the client desires.
- (4) SCORE will not charge clients for counseling or mentoring services.
- (5) SCORE will, as appropriate, maintain availability in City Hall to conduct counseling and mentor sessions at City Hall by appointment and when appropriate and determined by SCORE and the City predetermined office hours.
- (6) SCORE and the City of Ormond Beach Economic Development will develop an appropriate referral system so entrepreneurs and small businesses can more easily access services and program available through SCORE and the City of Ormond Beach Economic Development.
- (7) SCORE will work with the City Economic Development Department to develop and make available workshops at City Hall, a City Community

Center, or agreed upon venue in downtown. These workshops will be related to business development and management.

- (8) SCORE and the City will continue to partner to offer Ormond Beach residents the Kauffman FastTrac Program, which will be facilitated by SCORE mentors and the City of Ormond Beach.
- (9) SCORE will invoice the City on a quarterly basis for each hour of client counseling and preparation completed at a rate of \$75.00 per client hour. The invoices shall include a description for each counseling session providing the following: date, time, the nature/type of business or industry mentored, the position of the person counseled, and a general description of the counseling provided (i.e., 1.0 hrs on 5/1/23 counseled the owner of an independent restaurant located in Ormond Beach regarding employee retention). The report will not contain the names of individuals or businesses due to SCORE privacy requirements.
- (10) For counseling services through the end of the 2024 fiscal year (9/30/24), the total amount payable by the City to SCORE for consulting and mentoring services shall not exceed \$6,000.00. The City will pay properly submitted invoices with acceptable documentation within forty-five (45) days of receipt in accordance with the terms of this agreement.
- (11) Either party may terminate this agreement with 30 days written notice to the other. If the City terminates the agreement, the City shall only be liable for the amounts due for counseling provided up to the time of the notice of termination.
- (12) These provisions constitute the entire agreement. Any modifications to this agreement must be by written agreement.
- (13) To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administration proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under its

direction, control and on its behalf, and accordingly each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims. Nothing herein shall be construed as a waiver of the City's limitation of liability for tort claims as provided in Florida Statutes Section 788.28 (2022).

(14) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida, and venue shall lie in the Circuit Court of Volusia County, Florida, in the event of litigation proceedings in connection with this Agreement. 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.

(15) 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 32175. (386)677-0311

CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates indicated below.

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

Attest: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

SCORE

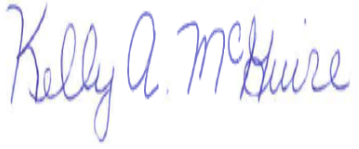
Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

Attest: _____
Print Name: _____
Title: _____

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Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.H
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Economic Development - Other			
Department :	Public Works - Engineering			
Subject:	Intent to Bid - Airport Business Park Collector Road Extension			
Budget Impact:	The project cost is estimated to be \$1,111,600, funding is available from Fund 110, Economic Development.			
Summary:	The City intends to publicly advertise this project. The proposed design for the Business Park Collector Road Extension, consists of extending the existing toad approximately 2,000 ft to the west and connecting to Pineland Trail. This project will greatly improve the traffic through the business park and on Airport Road.			
Recommended Action:	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		4/20/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: May 2, 2023
Subject: Intent to Bid - Airport Business Park Collector Road Extension
Commission Goal: Economic Development - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Ormond Beach Airport Business Park Collector Road Extension project, bid number 2023-25.

Background

This extension was identified as a priority in the Airport Masterplan. The Ormond Beach Airport Business Park is home to 32 businesses that consist of approximately 870,000 square feet of industrial space and 1,400 employees; many of these businesses have discussed and are looking into expansion of their operations. The City has also identified additional property within the airport to create new lots for future development of industrial and aeronautical businesses. This expansion is likely to occur over the next few years. Currently, all of the traffic generated by the businesses at the airport uses the airport entrance on Airport Road. The extension of this collector road will provide an alternate means of ingress and egress to the airport, alleviate the traffic demand on Airport Road, and allow for second means of exit from the airport.

Discussion

The proposed design for the Business Park Collector Road Extension consists of extending the existing toad approximately 2,000 ft to the west and connecting to Pineland Trail. This project will also provide for stormwater management facilities and the extension of City utilities to further support airport operations and tenants.

Budget Impact

The project cost is estimated to be \$1,111,600, funding is available from Fund 110, Economic Development.

Citizen Impact

The proposed extension will improve traffic and open the airport to additional businesses, further enhancing the economic benefit that the airport provides to Ormond Beach. The disruptions to the road during construction will be minimal and detours will be well signed.

Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. Bid Manual
2. Plans

Approvals:



Kelly McGuire, Finance Director

Date: April 20, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION PROJECT

**CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**

BID No. 2023-25



**City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174**

Project Manual

PREPARED BY:

Zev Cohen & Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, Florida 32174

March 2023

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
Ormond Beach, Florida**

TABLE OF CONTENTS

<u>Section No.</u>	<u>Title</u>	<u>Pages</u>
BIDDING REQUIREMENTS		
00030	Advertisement for Bid	1 - 1
00100	Instructions to Bidders	1 - 9
00300	Bid	1 - 16
00410	Bid Bond	1 - 1
CONTRACT FORMS		
00500	Form of Agreement	1 - 5
00610	Performance Bond	1 - 2
00615	Payment Bond	1 - 2
00670	Opinion of Attorney	1 - 1
CONDITIONS OF CONTRACT		
00700	General Conditions	1 - 35
00800	Supplementary Conditions	1 - 7
L.W.	Lien Waiver	1 - 1
TECHNICAL SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work	1 - 5
01025	Measurement and Payment	1 - 14
01027	Application for Payment	1 - 3
01040	Coordination	1 - 1
01050	Field Engineering	1 - 1
01070	Codes, Abbreviations and Symbols	1 - 5
01200	Project Meetings	1 - 1
01300	Submittals	1 - 4
01380	Construction Photographs	1 - 5
01400	Quality Control	1 - 1
01500	Temporary Facilities and Controls	1 - 5
01568	Erosion and Sedimentation Control	1 - 7
01600	Materials and Equipment	1 - 3
01630	Substitutions and Product Options	1 - 2
01700	Contract Closeout	1 - 4
01710	Final Cleaning	1 - 2
01740	Warranties	1 - 3

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
Ormond Beach, Florida**

TABLE OF CONTENTS (Continued)

<u>Section No.</u>	<u>Title</u>	<u>Pages</u>
DIVISION 2 - SITEWORK		
02010	Subsurface Investigation	1 - 1
02050	Demolition	1 - 2
02100	Clearing and Grubbing	1 - 4
02140	Dewatering System	1 - 2
02200	Earthwork	1 - 9
02222	Trenching, Backfilling and Compacting	1 - 5
02500	Paving	1 - 4
02580	Roadway Striping and Marking	1 - 2
02605	Precast Concrete Manholes and Structures	1 - 11
02611	Reinforced Concrete Pipe for Gravity Service	1 - 4
02622	Plastic Pipe for Gravity Service	1 - 5
02720	Drainage Structures and Piping	1 - 8
02801	Restoration of Surface Improvements	1 - 5
02802	Identification Tape for Buried Pipe	1 - 2
02930	Sodding	1 - 8
DIVISION 3 - CONCRETE		
03100	Cast In-Place and Poured Concrete	1 - 14
03300	Concrete	1 - 11

**DIVISION 4 through DIVISION 16
(Not Applicable)**

APPENDIX

Appendix A	St. Johns River Water Management District Permit
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**END
TABLE OF CONTENTS**

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Ormond Beach Airport Business Park Collector Road Extension, Bid No. 2023-25** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **June 12, 2023 at 2:00pm**, 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: extending the existing collector roadway at the Ormond Beach Airport Business Park with associated stormwater management systems, furnishing and installing new sanitary sewer stubs for future connections. 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 **Wednesday May 17, 2023 at 3:00pm**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **May 24, 2023** 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:

Zev Cohen and Associates, Inc
300 Interchange Boulevard, Suite C
Ormond Beach, FL 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) 676-3297
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 prefilled with the ENGINEER. In this latter case, the bid shall state that the information has been prefilled. 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, Room 101
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:

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-25

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.)

**ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION PROJECT
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

Part 1 General Construction

ORMOND BEACH AIRPORT COLLECTOR ROAD EXTENSION PROJECT					
Bid No.	ITEM	QTY	UNITS	Unit Price	Extension
101	Mobilization/Demobilization	1	LS		
102	Survey and Layout	1	LS		
103	Submit Certified "As-Built" Drawings	1	LS		
104	Maintenance of Traffic	1	LS		
105	Construction Entrance	1	LS		
106	Erosion, Sedimentation, and Turbidity Control	1	LS		
107	Tree Protection	1	LS		
108	Clearing & Grubbing	1	LS		
109	Pavement Removal	18	SY		
110	Removal & Disposal of Existing 24" CMP Storm Pipe	35	LF		
111	Removal & Disposal of Existing Concrete Wall	1	LS		
112	Removal & Replacement of Unsuitable Materials	100	CY		
113	Removal & Replacement of Rock Material	100	CY		
114	Import Fill (Fill, Spread, and Compacted)	9,020	CY		
115	FDOT (4' Dia.) Sanitary Sewer Manhole	1	EA		

116	8" PVC (SDR-26), ASTM D-3034 Sanitary Sewer Main	43	LF		
117	Connection to Existing Sanitary Sewer Manhole	1	EA		
118	Class III Reinforced Concrete Pipe (RCP) – Various Sizes				
	A. 18" RCP	217	LF		
	B. 24" RCP	1,181	LF		
	C. 48" RCP	389	LF		
119	Double 5' x 4' Concrete Box Culvert with Headwall	1	LS		
120	FDOT Type "D" Inlet with Steel Grate	6	EA		
121	FDOT Type P5 Inlet	2	EA		
122	FDOT Type J (4' Dia.) Storm Drain Junction Box	3	EA		
123	FDOT Type J (6' W x 18' L x 9' D) Storm Drain Junction Box	1	EA		
124	RCP Mitered End Section – Various Sizes				
	A. 18" RCP MES	1	EA		
	B. 24" RCP MES	3	EA		
125	End Walls – Various Sizes				
	A. 18" Straight Concrete End Wall	1	EA		
	B. 24" Straight Concrete End Wall	2	EA		
126	Drainage Control Structure	2	EA		
127	Asphaltic Concrete Pavement, Surface Course, SP-9.5 (1 – ½")	465	TONS		
128	6" Limerock Base Course	5,616	SY		
129	6" Subbase Stabilized to LBR-40 98% ASSHTO	5,616	SY		
130	FDOT Curb and Gutters – Various Sizes				
	A. FDOT Type F Curb	3,893	LF		
	B. FDOT Type F Curb/Flared End	12	LF		
	C. FDOT Valley Gutter	212	LF		
131	FDOT Guardrail	1,567	LF		
132	Keystone Retaining Wall	1	LS		
133	Remove & Replace Permanent Fence	60	LF		
134	Signage and Striping	1	LS		
135	FDOT Type III Barricade	1	EA		
136	Bahia Sod	11,152	SY		

TOTAL BID

\$_____ (Figures)

(Words)

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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 **240** calendar days after the date when the Contract Time commences to run, and completed within **270** 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) 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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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.)
Ormond Beach Airport Business Park
Collector Road Extension Project
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

00300-16

**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 **ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION (Bid No. 2023-25)** 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 _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of extending the existing collector roadway at the Ormond Beach Airport Business Park with associated stormwater management systems, furnishing and installing new sanitary sewer stubs for future connections.

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

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
Bid No. 2023-25**

Article 2. ENGINEER

The Project has been designed by Zev Cohen & Associates, 300 Interchange Blvd, 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 **240** 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 **270** 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 Five Hundred

Dollars (\$500) 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 1 to 12 , 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:

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION PROJECT**

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 16 sheets numbered C-1 through C-31 inclusive and bearing the following general title:

**ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION PROJECT**

7.9 Addenda numbers ___ to ___ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 16 , 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 _____, 2023

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:

**ORMOND BEACH AIRPORT BUSINESS
PARK COLLECTOR ROAD EXTENSION
Bid No. 2023-25**

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

(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

**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:

**ORMOND BEACH AIRPORT BUSINESS
PARK COLLECTOR ROAD EXTENSION
Bid No. 2023-25**

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 _____, 2023.

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 unfiled 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 unfiled.

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
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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
(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 _____, 2023, 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 _____, 2023.

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 _____, 2023.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION, Bid No. 2023-25

The work consists of extending the existing collector roadway at the Ormond Beach Airport Business Park with associated stormwater management systems, furnishing and installing new sanitary sewer stubs for future connections.

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 unit price contract.

1.2 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.

1.3 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:

A geotechnical report is not available for this project.

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 affected 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) 239-6360
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

1.1 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or a material supplied, and establishes the basis upon which payment will be made.

1.2 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 for 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.

1.3 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.4 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.

1.5 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.

1.6 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. Supporting of existing utilities during construction

1.7 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.

1.8 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

PART 1 – General Construction

Bid Item No. 101 – Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The costs of bonds, required insurance, permits and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after completion of the work and demobilization.

Bid Item No. 102 – Survey and Layout

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary for the establishment of any temporary or permanent control during the extent of the project. Should any existing permanent control be disturbed during construction, the CONTRACTOR shall direct his licensed surveyor to replace the control at no additional cost to the OWNER shall be full compensation for furnishing all plant, labor, materials and equipment for tree protection. The tree protection shall be per City of Ormond Beach Land Development Code.

Bid Item No. 103 – Submit Certified “As-Built” Drawings

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to submit the “as-built” Drawings, certified by a

registered land surveyor or professional engineer. The Contractor's attention is directed to Section 01700, Paragraph 1.4, which addresses the requirements for maintaining up-to-date "as-built" Drawings. Payment shall include furnishing one set of reproducible mylars, three sets of sealed bond prints and one AutoCAD (2013 or newer version) diskette or CD.

Bid Item No. 104 – Maintenance of Traffic

Definition. Maintenance of traffic shall include furnishing all plant, labor, materials and equipment necessary to provide the maintenance of traffic (MOT) required by the Florida Department of Transportation and the City of Ormond Beach and to provide all other maintenance of traffic required as shown in the Contract Documents, including electronic message signs, detour routes, notifications, etc. as required by the City of Ormond Beach Traffic Division.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
10	25
25	50
50	75
75	100

Bid Item No. 105 – Construction Entrance

Payment. Lump sum payment shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the construction entrance within the limits shown on the Drawings and noted on the Bid Form.

Bid Item No. 106 – Erosion, Sedimentation and Turbidity Control

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to provide the required erosion, sedimentation and turbidity control called out in the specifications and as shown on the detail drawings of this set and in accordance with the requirements of the City of Ormond Beach.

Bid Item No. 107 – Tree Protection

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment for tree protection. The tree protection shall be per City of Ormond Beach Land Development Code.

Bid Item No. 108 – Clearing and Grubbing

Payment: Lump sum payment will be full compensation for all clearing and grubbing required for the utility installation, storm facility construction, canal construction, etc. as required for the construction of the interconnection portion of the project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

Where construction easements are specified in the plans and the limits of clearing and grubbing for such easements are dependent upon the final construction requirements, no adjustment will be made in the lump sum price and payment, either over or under, for variations from the limits of the easement defined on the plans.

When no item for clearing and grubbing is included in the proposal, the Contractor shall include the cost of any work of clearing and grubbing which is necessary for the proper construction of the project in the Contract price for the structure or other item of work for which such clearing and grubbing is required.

Bid Item No. 109 – Pavement Removal

Measurement. The quantity for payment under this item shall be the unit of square yard of the actual area of existing pavement satisfactorily removed and disposed of.

Payment. Payment will be made at the unit price per square yard for the actual quantity of existing pavement surface satisfactorily removed and replaced. Such price and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to remove and dispose of existing concrete or asphalt pavement surface.

Bid Item No. 110 – Removal & Disposal of Existing 24” CMP Storm Pipe

Measurement. The quantity for payment shall be the actual number of linear feet of existing 24” CMP storm drain that is satisfactorily removed and disposed of and of any backfill required to fill voids left by the removal.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to completely remove the existing 24” CMP storm drain within the limits shown on the Drawings and noted on the Bid Form and for lawful disposal of the storm drain. Payment shall also include any backfill material necessary

to fill voids left by the storm drain removal.

Bid Item No. 111 – Removal & Disposal of Existing Concrete Endwall

Payment. Lump sum payment will be full compensation for furnishing all plant, labor, materials and equipment necessary to completely remove the existing concrete endwall within the limits shown on the Drawings and noted on the Bid Form and for lawful disposal of the concrete endwall structure. Payment shall also include any backfill material necessary to fill voids left by the concrete endwall removal.

Bid Item No. 112 – Removal and Replacement of Unsuitable Materials

Definition. The term Unsuitable Material is defined as the excavation of material which is not suitable for use for pipe embedment or foundation or underlying storm water facilities or for use as backfill between the elevation of one foot above the top of the pipe and the bottom surface of the pavement or pavement base course in paved areas. Material which is unsuitable for use in these locations is muck, silt, plastic clays, organic materials or any other material which will not provide adequate support for the pipe or pavement. Material encountered above the pipe embedment zone in trenches which are outside of roadbed areas will not be classified as subsoil for purposes of payment under this item.

Measurement. Measurement of subsoil excavation shall be the number of cubic yards, within the following limitations, of excavated material hereinbefore defined as subsoil excavation.

Where material is encountered at the bottom of the trench below the pipe embedment zone, the area of subsoil excavation per linear foot of pipe will be computed by multiplying the actual thickness of the material removed below the bottom of the pipe by a 36-inch width for pipe 12-inches or less in diameter, and by a width of 24-inches greater than the outside diameter of the pipe for pipes greater than 12-inches in diameter. Where material is encountered in the pipe embedment zone, the trench area of subsoil excavation per linear foot of pipe will be computed by multiplying the actual thickness of the material removed by a 30-inch width for pipe 12-inches or less in diameter, and by a width of 16-inches greater than the outside diameter of the pipe for pipes greater than 12-inches in diameter.

Where material is encountered in layers above the pipe, the area will be computed by multiplying the actual thickness of the material removed times the actual width of the material removed, but not exceeding the pipe width plus one foot for every vertical foot between the top of the material and the invert of the sewer pipe.

In excavation for manholes and other appurtenances, one foot will be allowed outside the wall lines of the structures.

In excavation for roadway, three feet beyond the pavement limits.

In excavation for storm water facilities, 2-feet below proposed facility grade bottom elevation or to the level of removal of the unsuitable soil layer to allow for percolation of the facility.

Unsuitable Material will ultimately be determined by the Owner or his designated geotechnical engineer.

Payment. Payment for subsoil excavation will be made as an extra over and above the price bid for pipeline work and will include all work of removing, separating, stockpiling, re-handling and all incidentals necessary to satisfactorily excavate and dispose of subsoil materials. No extra payment will be made for refill replacing subsoil excavation, and these costs shall be included in the unit price bid for subsoil excavation. Payment will be made at the appropriate unit price per cubic yard listed in the Bid.

Bid Item No. 113 – Removal and Replacement of Rock Material

Definition. Rock Material excavation is defined as the excavation, removal and disposal of boulders or masses of concrete, other than slabs, measuring one-half cubic yard or more in volume, rock material in ledges, bedded deposits and un-stratified masses, and conglomerate masses which require blasting, wedging, sledging, barring or breaking up with power-operated hand tools or machines for removal.

Measurement. Measurement of rock excavation shall be the number of cubic yards within the following limitations, of excavated material defined hereinbefore as rock excavation.

Where rock is encountered at the bottom of trench, the area of rock excavation per linear foot of pipe will be computed by multiplying the actual thickness of the rock removed to a depth of 6-inches below the bottom of the pipe by a 30-inch width for pipe 12-inches or less in diameter and by width of 16-inches greater than the outside diameter of the pipe for pipes greater than 12-inches in diameter. Where rock is encountered in ledges above the pipe, the area will be computed by multiplying the actual thickness of the rock removed times the actual width of the rock removed. Thickness shall be based upon the top of the rock to 6-inches below the bottom of the pipe; width shall be based upon the pipe outside diameter plus 16-inches.

In rock excavation for manholes and other appurtenances, one-foot will be allowed outside of the wall lines of the structures.

In excavation for roadway, three feet beyond the pavement limits. Unsuitable Material will ultimately be determined by the Owner or his designated geotechnical engineer.

Payment. Payment for rock excavation shall include all necessary drilling and all incidentals necessary to satisfactorily excavate and dispose of rock materials. No extra payment will be made for refill replacing rock excavation, and these costs shall be included in the Contractor's unit price for rock excavation. Payment shall be made at the applicable unit price indicated.

Bid Item No. 114 – Import Fill (Fill, Spread and Compacted)

Measurement. The quantity for payment shall be the actual number of cubic yards of suitable fill material used on site, spread and compacted to establish finished grade for the roadway, walks, etc. acceptably, measured along the centerline of the road or walk and of the actual width of material installed.

Payment. Payment for suitable fill material shall be made at the applicable unit price per cubic yard for the actual quantity for satisfactorily installed to the maximum width shown and specified. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals accepted in place.

Bid Item No. 115 – FDOT (4'-Dia.) Sanitary Sewer Manhole

Measurement. Measurement under this item will be for construction of the number of FDOT (4' diameter) sanitary sewer manholes as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the precast FDOT (4' diameter) sanitary sewer manholes, including constructing the bench, frame and cover and applying exterior coating.

Bid Item No. 116 – 8" PVC (SDR-26), ASTM D-3034 Sanitary Sewer Main

Measurement. Measurement under this item shall be furnishing and installing 8" PVC (SDR-26) sanitary sewer main as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnishing and install 8" PVC (SDR-26) sanitary sewer main.

Bid Item No. 117 – Connection to Existing Sanitary Sewer Manhole

Measurement. The quantity for payment shall be the unit price per connection for new sanitary sewer piping connected to the existing sanitary sewer manhole.

Payment. Payment shall be made at the unit price per connection of the newly installed 8" sanitary sewer main to the existing sanitary sewer manhole. Such price and payment shall be full compensation for furnishing all plant, labor, materials and equipment necessary to complete the connection.

Bid Item No. 118 –Class III Reinforced Concrete Pipe (RCP) - Various Sizes

Measurement. Measurement under this item shall be furnishing and installing Class III Reinforced Concrete Pipe (RCP) of various sizes as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnishing and install various size class III reinforced concrete pipe (RCP).

Bid Item No. 119 – Double 5’x4’ Concrete Bx Culvert with Headwall

Payment. Lump sum payment shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the double 5’x4’ concrete box culvert with headwall within the limits shown on the Drawings and noted on the Bid Form.

Bid Item No. 120 – FDOT Type “D” Inlet with Steel Grate

Measurement. Measurement under this item shall be for the construction of the number of new FDOT Type “D” inlet, complete with a steel grate as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the Contract unit price per each shall be full compensation for furnishing all plant, labor materials and equipment necessary to construct the FDOT Type “D” inlet and exterior coating. Measurement under this item will be for the number of new FDOT Type “D” inlets, complete with steel grates, satisfactorily installed as shown on the Drawings and listed in the Bid Form.

Bid Item No. 121 – FDOT Type “P-5” Inlet

Measurement. Measurement under this item shall be for the construction of the number of new FDOT Type “P-5” inlet, complete with grate as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the Contract unit price per each shall be full compensation for furnishing all plant, labor materials and equipment necessary to construct the FDOT Type “P-5” inlet. Measurement under this item will be for the number of new FDOT Type “P-5” inlets, complete with grates, satisfactorily installed as shown on the Drawings and listed in the Bid Form.

Bid Item No. 122 –FDOT Type-J (4’-Dia.) Storm Drain Junction Box

Measurement. Measurement under this item will be for construction of the number of FDOT Type-J (4’ diameter) storm drain Junction boxes as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the precast FDOT Type-J (4’ diameter) storm drain junction boxes, including constructing the bench, frame and cover and applying exterior coating.

Bid Item No. 123 –FDOT Type-J (6’Wx18’Lx9’D) Storm Drain Junction Box

Measurement. Measurement under this item will be for construction of the number of FDOT Type-J (6’wide x 18’ long x 9’ deep) storm drain Junction boxes as shown on the Drawings and listed in

the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the precast FDOT Type-J (6' wide x 18' long x 9' deep) storm drain junction boxes, including constructing the bench, frame and cover and applying exterior coating.

Bid Item No. 124 – RCP Mitered End Section – Various Sizes

Measurement. Measurement under this item will be for construction of the number of reinforced concrete mitered end sections of various sizes inclusive of rip-rap erosion protection as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the reinforced concrete mitered end sections of various sizes inclusive of rip-rap erosion protection.

Bid Item No. 125 – End Walls - Various Sizes

Measurement. Measurement under this item will be for construction of the number of End Walls of various sizes as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the End Walls of various sizes.

Bid Item No. 126 – Drainage Control Structure

Measurement. Measurement under this item will be for construction of the number of drainage control structures as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the drainage control structures.

Bid Item No. 127 – Asphaltic Concrete Pavement, Surface Course, Type SP-9.5 (1-1/2")

Measurement. Asphaltic Concrete Pavement, Surface Course, Type SP-9.5 (1-1/2") will be measured on a per ton basis.

Payment. Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per ton in place and accepted, based on an average laying weight of 145 lb./sq.yd. for the streets being constructed and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, and prime coat and replacement of any temporary traffic or lane markings and reflectors. Determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th of a ton. No

extra payment will be allowed for asphalt in excess of the 145 lb./sq.yd. average weight or greater than the 1-1/2" compacted thickness, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 128 – Furnish and Install 6-inch Limerock Base Course

Measurement. The quantity for payment shall be the actual number of square yards of 6-inch limerock base course successfully installed, measured along the centerline of the roadway and of the actual width of pavement.

Payment. Payment for 6-inch limerock base shall be made at the applicable unit price per square yard satisfactorily installed to the maximum width shown and specified. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals for complete successful installation of the base.

Bid Item No. 129 – Furnish and Install 6-inch Sub-base Stabilized to LBR 40, 98% AASHTO

Measurement. The quantity for payment shall be the actual number of square yards of 6-inch sub-base Stabilized successfully installed, measured along the centerline of the roadway and of the actual width of pavement.

Payment. Payment for 6-inch sub-base stabilized shall be made at the applicable unit price per square yard satisfactorily installed to the maximum width shown and specified. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals for complete successful installation of the base.

Bid Item No. 130 – Furnish & Install FDOT Curb and Gutters – Various Sizes

Measurement. Measurement under this item shall be the actual number of linear feet of FDOT curb and gutters of various sizes that is satisfactorily furnished and installed.

Payment. Payment for concrete FDOT curb and gutters of various sizes shall be made at Contract Unit Price per linear foot, and shall be full compensation for all materials required to complete the work. Payment includes full compensation for all materials required, excavation, form work, concrete and furnishing all equipment and labor necessary to furnish and install curbs and gutters as specified. Length of curbing and gutters is to be determined in the field and approved by ENGINEER. Payment for base and stabilized subgrade beneath and behind curbing will be paid for on a square yard basis for that Bid Item.

Bid Item No. 131 – Furnish and Install FDOT Guardrail

Measurement. Measurement under this item will be for the construction of the actual linear feet of new FDOT Index 536 guardrails including end treatment as shown on Drawings and listed in Bid form.

Payment. Payment of the applicable unit price per linear feet for the actual quantity of new FDOT Index 536 guardrail including end treatment shall be full compensation for furnishing all plant, labor and material necessary to construct the specified guardrail without safety rail including end treatment.

Bid Item No. 132 – Furnish and Install KeyStone Retaining Wall

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to assemble and construct the KeyStone Retaining Wall system in accordance with the manufacture specifications details and sections shown on the Drawings and provided by the manufacturer. Payment includes the necessary shop drawing preparation and cost for structural detailing (signed and sealed) necessary to secure a City of Ormond Beach building permit.

Bid Item No. 133 – Remove & Replace Permanent Fence

Measurement. The quantity for payment shall be the actual number of linear feet of existing permanent fence that is satisfactorily removed, disposed of and replaced.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to completely remove & replace the existing permanent fence within the limits shown on the Drawings and noted on the Bid Form and for lawful disposal of the fencing.

Bid Item No. 134 – Signage and Striping

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary for the installation of all signage and striping as shown on the Drawings and noted on the Bid Form. The striping and signage shall be per City of Ormond Beach Land Development Code.

Bid Item No. 135 –FDOT Type-III Barricade

Measurement. Measurement under this item will be for construction of the number of FDOT Type-III Barricades as shown on the Drawings and listed in the Bid Form.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the precast FDOT Type-III Barricades.

Bid Item No. 136 – Bahia Sod

Measurement. The quantity for payment shall be the actual number of square yards of bahia sod successfully per Drawings and listed in Bid form.

Payment. Payment for bahia shall be made at the applicable unit price per square yard satisfactorily installed per Drawings. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals for complete successful installation of the bahia sod.

END OF SECTION

SECTION 01027 APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- a. CONTRACTOR'S Construction Schedule.
- b. Application for Payment forms, including Continuation Sheets.
- c. List of subcontractors.
- d. List of products.
- e. List of principal suppliers and fabricators.
- f. Schedule of submittals.

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.

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.

Include the following Project identification:

- a. Project name and location.
- b. Name of ENGINEER.
- c. Project number.
- d. CONTRACTOR'S name and address.
- e. Date of submittal.

Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

- a. Related Specification Section or Division.
- b. Description of Work.
- c. Name of subcontractor.
- d. Change Orders (numbers) that affect value.
- e. Dollar value.
- f. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

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.

Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

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.

Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

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.

Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

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.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- List of subcontractors.
- List of principal suppliers and fabricators.
- Schedule of Values.
- CONTRACTOR'S Construction Schedule (preliminary if not final).
- Submittal Schedule (preliminary if not final).

List of CONTRACTOR'S staff assignments.
Copies of building permits.
Copies of licenses from governing authorities.
Certificates of insurance and insurance policies.
Performance and payment bonds.

Application for Payment at Substantial Completion: 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.

Administrative actions and submittals that shall precede or coincide with this application include the following:

- a. Occupancy permits.
- b. Warranties and maintenance agreements.
- c. Test/adjust/balance records.
- d. Maintenance instructions.
- e. Meter readings.
- f. Changeover information related to OWNER'S occupancy.
- g. Final cleaning.
- h. Application for reduction of retainage and consent of surety.

Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

Completion of Project closeout requirements and submittals including As-Built Survey.
Completion of items specified for completion after Substantial Completion.
Transmittal of Project construction records to the OWNER.
Certified property survey.
Proof that taxes, fees, and similar obligations were paid.
Removal of temporary facilities and services.
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

1.1 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.
6. coordination and interaction with citizens affected by project work.
7. notification of residence of upcoming work, on-going work and changes in previously published work, including changes in project locations. This includes neighborhood notices, website updates (monthly) and communication with the City Engineer.

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.

1.2 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

1.1 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.

1.2 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.

1.3 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

SECTION 01070 CODES, ABBREVIATIONS AND SYMBOLS

PART 1 – GENERAL

1.1 DEFINITIONS

When words which have a well-known technical or trade meaning are used to describe work, materials or equipment such words shall be interpreted in accordance with such meaning unless a specific definition is included in the Contract Documents.

1.2 CODES, STANDARDS AND REGULATORY REQUIREMENTS

This project has been designed in conformance with the following codes and standards:

Standard Building Code (SBC) National Electric Code (NEC)

This project has been designed in conformance with the requirements of the Florida Department of Regulation.

Materials and workmanship shall conform to the requirements of the applicable codes and regulations.

1.3 ABBREVIATIONS AND SYMBOLS

The following is a partial listing of abbreviations and symbols employed in the Contract Documents to identify publications, standards and reference specifications:

AAMA	American Architectural Manufacturers' Association 1540 East Dundee Road Suite 310 Palatine, Illinois 60067
AASHTO	American Association of State Highway and Transportation Officials 2700 River Road Des Plaines, Illinois 60018
ACI	American Concrete Institute Post Office Box 19150 Detroit, Michigan 48219
AISC	American Institute of Steel Construction 400 N. Michigan Avenue The Wrigley Bldg., 8th Floor Chicago, Illinois 60611

AMA	Acoustical Materials Association 335 East 45th Street New York, New York 10017
AMCA	Air Movement and Control Association, Inc. 30 West University Drive Arlington Heights, Illinois 60004
AWPA	American Wood Preserves Association Post Office Box 849 Stevensville, Maryland 21666
AA	Aluminum Association, Inc. 900 19th Street N.W. Suite 300 Washington, D.C. 20006
ANSI	American National Standards Institute, Inc. 1430 Broadway New York, New York 10018
APA	American Plywood Association 1119 "A" Street Post Office Box 11700 Tacoma, Washington 98401
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. 1791 Tullie Circle, N.E. Atlanta, Georgia 30329
ASME	American Society of Mechanical Engineers United Engineering Center 345 East 47th Street New York, New York 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
AWMA	Aluminum Window Manufacturer's Association 75 West Street New York, New York 10006
AWS	American Welding Society, Inc. 550 N.W. 42nd Avenue Post Office Box 351040

Miami, Florida 33126

AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
CS	Commercial Standards and National Bureau of Standards Superintendent of Documents United States Government Printing Office Washington, D. C.
H I	Hydraulic Institute 30200 Detroit Road Cleveland, Ohio 44145
IEEE	Institute of Electrical and Electronic Engineers 345 East 47th Street New York, New York 10017
NAAMM	National Association of Architectural Metal Manufacturers 600 S. Federal Street, Suite 400 Chicago, Illinois 60605
NBFU	National Board of Fire Underwriters 85 John Street New York, New York 10038
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W. Suite 300 Washington, D.C. 20037
NFoPA	National Forest Products Association Technical Services Division 1250 Connecticut Avenue, N.W. Suite 200 Washington, D. C. 20036
NFiPA	National Fire Protection Association 1 Battery March Park Post Office Box 9101 Quincy, Massachusetts 02269
NWMA	National Woodwork Manufacturers' Association 400 West Madison Street Chicago, Illinois 60606

NSF	National Sanitation Foundation 3475 Plymouth Road Post Office Box 1468 Ann Arbor, Michigan 48106
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, Illinois 60077
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, Ohio 44107
SJI	Steel Joist Institute 1205 48th Avenue North Suite A Myrtle Beach, South Carolina 29577
SMACCNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc. 8224 Old Courthouse Road Tyson's Corner Vienna, Virginia 22182
SPIB	Southern Pine Inspection Bureau Post Office Box 846 Pensacola, Florida 32502
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, Pennsylvania 15213
TCA	Tile Council of American Post Office Box 326 Princeton, New Jersey 08540
UL	Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, Illinois 60062

1.4 CODES AND GOVERNMENTAL DEPARTMENTS

ANSI/NFiPA-101

Life Safety Code

**ORMOND BEACH AIRPORT BUSINESS
PARK COLLECTOR ROAD EXTENSION**

01070-4

ARM	(Florida) Accessibility Requirements Manual
CFR	Code of Federal Regulations
DER	Department of Environmental Regulation (Florida)
DOT	Department of Transportation (Florida)
EPA	Environmental Protection Agency
FAC	Florida Administrative Code
NEC	National Electric Code (Published by NFIPA)
OSHA	Occupational Safety and Health Act

The following are all part of:

Southern Building Code Congress International, Inc.
900 Montclair Road
Birmingham, Alabama 35213-1206

SBC	Standard Building Code
SFPC	Standard Fire Prevention Code
SGC	Standard Gas Code
SMC	Standard Mechanical Code
SPC	Standard Plumbing Code

PART 2 – MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed (bi-weekly at a minimum) 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.

1.2 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

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.1 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.

1.2 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 sub-schedules of related activities which are essential to its progress. No formal work can begin on the project until this information has been submitted to the Engineer.

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.

1.3 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.

1.4 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 business 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 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 - 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:
 - 1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 - 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 1. High resolution and sharpness (minimum 800 DPI)
 2. Maximum depth-of-field
 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or Owner).
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents.
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner’s name, Contract name and number, Contractor’s name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 - 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing

- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
 - 1. Recording Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.1 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.

1.2 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.

1.3 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

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 procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

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 01568
EROSION & SEDIMENTATION CONTROL**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. In addition to the requirements of Division 1:
 - 1. All erosion, sedimentation and water pollution control features shall be in place or relocated as necessary prior to the start of any clearing, grading or construction. CONTRACTOR shall be responsible for the installation and maintenance of all temporary erosion control features.
 - 2. Location of the control features shall be as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
 - 3. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.

1.2 QUALITY ASSURANCE

- A. The provisions for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the FDOT Standard Specifications for Road and Bridge Construction, Section 104, latest edition, and as required by the St. John's River Water Management District and the City of Ormond Beach.

1.3 SUBMITTALS

- A. Procedures shall be in accordance with General Conditions.
- B. Product data: Manufacturers' literature, application instructions and samples.
- C. List of materials and their characteristics for other erosion control items.

1.4 START OF WORK

- A. Do not start work until erosion control measures are in place.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Silt Barriers

1. Silt barriers shall be installed in accordance with the plans.
2. Filter fabric shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of zero degree Fahrenheit (0° F) to one hundred twenty degrees Fahrenheit (120° F). Hay bales shall not be used for silt barriers, unless specifically approved by the City.
3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:

Filter efficiency (Test VTM-51):	75%
Minimum tensile strength at 20% elongation (Test ASTM-D-1682):	120 lbs.
Tear strength (Test ASTM D2263):	50 lbs.

4. CONTRACTOR shall submit further filter fabric specifications and installation configuration prior to start of construction.
5. Silt barriers shall be maintained in place until substantial completion of the Project.
6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints. When joints are necessary filter fabric shall be spliced together only at a support post, with a six-inch (6") overlap, and securely sealed.
7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications:
 - a. Temporary silt fences and staked silt barriers
 - b. Floating silt barrier

B. Temporary Fence

1. Brightly colored fence as manufactured by Mirafi, product Mirasafe, or approved equal.

2. Material shall be four feet (4') high, attached to six feet (6') metal posts at twelve feet (12') centers. Posts shall be driven eighteen inches (18") into ground.
- C. Filter Fabric for Placement Beneath Rip-Rap
 1. Filter Fabric should be Mirafi 600X or approved equal.
- D. Rip-Rap
 1. Rubble type rip-rap consisting of broken stone meeting the requirements of Section 530-2.2.3 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

PART 3 – EXECUTION

3.1 GENERAL

- A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers, and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.
- B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures, which develop during construction to control erosion prior to the time it is practical to construct permanent control features.
- C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.
- D. Copies of approved permits will be provided to the CONTRACTOR for his review and use. CONTRACTOR shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The CONTRACTOR shall maintain copies of these permits on the job site at all times.

3.2 INSTALLATION

- A. The following items shall be installed and in accordance with the FDOT Standard Specifications. The procedures are only generally described herein.

1. Temporary Grassing: This work shall consist of furnishing and placing grass seed.
2. Temporary Sod: This work shall consist of furnishing and placing sod.
3. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only decayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soils stabilizers, etc., may be substituted for mulching with straw or hay with the approval of the City. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
4. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.
5. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete, plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function.
6. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.
7. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.
8. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.
 - a. This work shall consist of construction of baled hay or straw dams or earth berms to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.
 - b. The berm dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

9. Filter Fabric for placement beneath rip-rap:
 - a. Unroll filter fabric adequately longitudinally with the swale.
 - b. Install anchoring pins in the fabric to protect the material from wind uplift.
 - c. Toe filter fabric into soil a minimum of twelve inches (12") at the top and bottom of the slope.
10. Rubble Rip-Rap:
 - a. Rip-rap should be placed carefully to not damage or displace the filter fabric. Filter fabric which rips or becomes displaced during rip-rap placement should be repaired. The placement of the rip-rap should proceed from the bottom up to the top of the slope. At no time should the rip-rap be dumped onto the fabric from the tip of the slope and allowed to roll down the surface of the fabric.
 - b. Placement of rip-rap shall be in accordance with Section 530-3.3 of the FDOT Standard Specifications for Road and Bridge Construction 1991 edition.
 - c. Minimum thickness of rip-rap layer is two feet (2').

3.3 SILT BARRIERS

- A. Silt barriers shall be installed and maintained at the locations shown on the Drawings. The CONTRACTOR is required to prevent the possibility of silting onto any adjacent parcel.
- B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the Drawings.
- C. The height of the silt barrier fabric shall be a minimum of forty-two inches (42").
- D. The stakes shall be two inch (2") x four inch (4") wood, five feet (5') long and shall be spaced a maximum of ten feet (10) apart at the barrier location and driven securely into the ground.
- E. A trench shall be excavated approximately four inches (4") wide by four (4") deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and eight inches (8") of fabric shall be extended into the trench. The staples

shall be heavy duty wire and at least one-half inch (1/2") long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.4 FLOATING SILT BARRIERS

- A. Floating silt barriers shall be located as shown on the Drawing and shall be in place prior to the start of any construction or grading.
- B. Floating silt barriers shall meet or exceed the Florida Department of Transportation Roadway and Traffic Design Standards, Index No. 102, Floating Silt Barrier. CONTRACTOR shall submit fabric filter material specifications and installation configuration for approval prior to the start of construction.

3.5 TEMPORARY FENCE

- A. Furnish, install and maintain on wetland lines, buffer lines, tree save lines and otherwise as shown on Drawings. Attach silt barrier to the temporary fence.
- B. Follow manufacturer's installation recommendations.

3.6 MAINTENANCE

- A. Silt barriers and temporary fences shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.
- B. Should the fabric on a silt barrier or temporary fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the City. If the CONTRACTOR fails to repair or replace the items as above, the City shall have the right to stop work without additional cost to the City in accordance with Article 15 of the General Conditions until such time as the repair or replacement has been made.
- C. Sediment deposits shall be removed after each storm event. The CONTRACTOR will repair and restore the installations to a working and effective condition to the satisfaction of the City.
- D. At the completion of all work, the silt barriers and the temporary fences will be removed unless otherwise directed by the City.
- E. Any sediment deposits in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.7 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

- A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not pump the residue from dust collectors or washers into any water body.
- B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.
- C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.
- D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State or other waters. Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State or other waters.
- E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the City. No operations within non-permitted wetlands or upland buffers are allowed.

3.8 PROTECTION DURING SUSPENSION OF CONTRACT TIME

- A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 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.

1.2 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.

1.3 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

1.1 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.

1.2 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.

1.3 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.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 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 Divisions 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.

1.2 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 re-inspect 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 ("punch list") 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, he 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 re-inspections 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.

1.3 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. Warranties and Bonds.
4. Evidence of Payment and Release of Liens.
5. Certificate of Insurance for Products and Completed Operations.

1.4 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 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. This material shall include any shop drawings or other information items that are not required to be reviewed or were provided to the ENGINEER for record purposes.

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 concurrently with construction progress.

No work shall be concealed until required information is recorded.

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, certified by Registered Land Surveyor or Engineer, one set of Mylar reproducibles, three sets of sealed paper bond copies and one AutoCAD 2000 diskette or CD 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

1.5 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.

1.6 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
 - Allowances
 - Unit Prices
 - Deductions for uncorrected work
 - Penalties and Bonuses
 - Deductions for liquidated damages
 - Deductions for re-inspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.7 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 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 – MATERIALS AND EQUIPMENT (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

3.1 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.

3.2 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

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of Substantial Completion. 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 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.

1. When a designated portion of the Work is completed and occupied or used by the OWNER, by separate agreement with the CONTRACTOR during the construction period, submit properly executed warranties to the ENGINEER within 15 days of completion of that designated portion of the Work.

When the Contract Documents require the CONTRACTOR, or the CONTRACTOR and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the OWNER, through the ENGINEER, for approval prior to final execution.

1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the CONTRACTOR.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 02010
SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A soils investigation report has NOT been prepared for the site of this work.

1.02 QUALITY ASSURANCE

Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the Owner.

Soils Engineer will be retained by the Owner to observe performance of work in connection with excavating, trenching, filling, backfilling and grading.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of, but not limited to the following: sidewalk, driveways, piping, structures, trees, vegetation, mailboxes and ancillary items that are shown to be reconstructed within the project limits either identified in the plan set or necessary for the construction of the items shown within the plan set in order to accomplish the project.

1.2 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.3 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired at no cost to Owner to match existing work.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.1 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location within the project site designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.2 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping. No additional payment will be made for this work effort but should be included within various work task.

B. The removal and disposal of all, structures, appurtenances, existing pavement and other facilities is described in Section 02050, Demolition.

1.2 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged or temporarily removed elements that allow for construction improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.3 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.2 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. Burning will not be permitted on the Owner's property.
2. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.1 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 with approval from the St. Johns River Water Management District.
- 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

2.1 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

3.1 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 02200 EARTHWORK

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

This Section includes digging of excavations for structures, piping and roadways; backfilling around structures and piping; shaping and contouring the ground surface to conform to established grades and elevations; compacting of earth or rock materials to specified densities; bracing, sheeting and shoring; dewatering; removal of surplus excavated materials; and related work as shown on the Drawings and as specified.

1.2 DEFINITIONS

Excavation. Removal of earth and rock to form cavities for the construction of foundations and structures and to form trenches for the installation of piping or conduits.

Cavity formed by the removal of earth and rock.

Earth. Unconsolidated material in the crust of the earth derived by weathering and erosion. Earth includes:

Materials of both inorganic and organic origin;

Boulders less than 1/3 cubic yard in volume, gravel, sand, silt, and clay;

Materials which can be excavated with a backhoe, trenching machine, drag line, clam shell, bulldozer, highlift, or similar excavating equipment without the use of explosives, rock rippers, rock hammers, or jack hammers.

Rock. A natural aggregate of mineral particles connected by strong and permanent cohesive forces. Rock includes:

Coquina, Limestone, sandstone, dolomite, granite, marble, and lava;

Boulders 1/3 cubic yard or more in volume;

Materials which cannot be excavated by equipment which is used to remove earth overburden without the use of explosives, rock rippers, rock hammers, or jack hammers.

Undercutting. Excavation of rock and unsuitable earth below the bottom of a foundation, structure, pipe or conduit to be constructed or installed.

Subgrade. Undisturbed bottom of an excavation.

Bedding. Earth placed in trench to support pipe and conduit.

Backfill and Fill. Earth placed around structures from the bottom of an excavation to finished grade, or to the subbase of pavement.

Earth placed in a trench from the top of bedding to finished grade, or to subbase of pavement.

Topsoil. Earth containing sufficient organic materials to support the growth of grass.

1.3 JOB CONDITIONS

Carefully maintain bench marks, monuments and other reference points, and if disturbed or destroyed, replace as directed.

Should the CONTRACTOR encounter unusual subsurface and/or latent conditions at the site, he shall immediately give notice to the ENGINEER of such conditions before they are disturbed. The ENGINEER will promptly investigate the conditions and he will at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease in cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

1.4 QUALITY ASSURANCE

Codes and Standards. Perform excavation and landfilling work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service. The OWNER will retain a Soils Engineer to perform soil testing and inspection service for quality control testing of earthwork operations. Tests revealing satisfactory results will be paid for by the OWNER. The cost of tests revealing unsatisfactory results will be deducted from monies due the CONTRACTOR.

PART 2 – MATERIALS AND EQUIPMENT

2.01 MATERIALS

Earth for Fill and Backfill. Earth used for fill or backfill shall be of such gradation and moisture content that it will compact to the specified density and remain stable.

Pipe Cover Material. Pipe cover material shall consist of durable particles ranging in size from fine to coarse (No. 200 to 1-inch) in size, in a substantially uniform combination. Unwashed bank run sand and crushed bank-run gravel will be considered generally acceptable. Bedding material may be used for cover material.

Special Backfill. Special backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

<u>Group Symbols</u>	<u>Typical Name</u>
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines

Suitable Backfill. Suitable backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

<u>Group Symbols</u>	<u>Typical Name</u>
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines
SP-SM	Poorly graded sand/silt mixtures, no plasticity, less than 12% silt
SP-SC	Poorly graded sand/clay mixtures, no plasticity, less than 12% clay
SW	Well-graded sands and gravelly sands, little or no fines

Unsuitable Materials. Materials which are unsuitable for backfill include stones greater than 2-inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, and the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

<u>Group Symbols</u>	<u>Typical Name</u>
CH	Inorganic clays of high plasticity, fat clays
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
GC	Clayey gravels, gravel-sand-clay mixtures
GM	Silty gravels, gravel-sand-silt mixtures
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
OH	Organic clays of medium to high plasticity
OL	Organic silts and organic silty clays of low plasticity
PT	Peat, muck, and other highly organic soils
SC	Clayey sands, sand-clay mixtures
SM	Silty sands, sand-silt mixtures

PART 3 – EXECUTION

3.1 PROTECTION OF EXISTING FACILITIES

Support and protect all poles, fences, utility pipes, wire, conduits, buildings and structures.

Proceed with caution during excavation so the exact location of underground utilities and structures, both known and unknown, may be determined. CONTRACTOR shall be responsible for the repair of utilities and structures when broken or otherwise damaged.

Wherever water, or other pipes or conduits cross the excavation, the CONTRACTOR shall support said pipes and conduits without damage to them and without interrupting this Contract. The manner of supporting such pipes, or similar items, shall be subject to the approval of the ENGINEER.

When utility lines that have to be removed or relocated are encountered within the areas of operations, the CONTRACTOR shall notify the ENGINEER in ample time for the necessary measure to be taken to prevent interruption of the service.

The CONTRACTOR shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work, unless he shall have first obtained the property owner's written consent to do so and shall have shown said written consent to the OWNER.

All excavated material shall be piled in a manner that will not obstruct driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls shall be left unobstructed and accessible until the work is completed. Drainageways shall be kept clear or other satisfactory provisions made for drainage.

Natural watercourses shall not be obstructed, except where specifically permitted for the construction of outfall and subaqueous crossings.

3.2 EXCAVATING

Make excavations to elevations and dimensions necessary to permit bracing, sheeting, erection of forms, inspection of foundation and installation of piping or conduits. Excavate trenches to the required alignment, depth and width. Excavate trenches in advance of pipe and conduit installation only as far as necessary to provide proper alignment and grade. Plan trenching operations to cause a minimum of danger to adjacent property and a minimum of inconvenience to the public.

The width of trenches at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and to allow the backfill to be placed and compacted as specified. Maximum trench width shall be such that design loadings on pipe will not be exceeded. Trenches shall be of such extra width, when required, to permit the placement of supports, sheeting, bracing, and appurtenances.

Depth of trenches shall be such as to allow installation of pipelines at the grades or elevations shown.

Trees, boulders, and other surface encumbrances, located so as to create a hazard to anyone involved in the excavation work or who is in the vicinity of the work at anytime during operations, shall be removed or made safe before excavating is begun.

CONTRACTOR shall be responsible for the determination of the angle of repose of the soil in which the excavating is to be done. Excavate all slopes to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting. Excavation shall be conducted in accordance with applicable OSHA specifications.

Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Give special attention to slopes which may be adversely affected by weather or moisture content.

Flatten the excavation sides when an excavation has water conditions, silty materials, loose boulders, and areas where erosion and slide planes appear.

Shore or otherwise support sides of excavations in hard or compact soil when the excavation is more than five feet in depth. In lieu of shoring, the sides of the excavation above the five-foot level may be sloped to preclude collapse, but shall not be steeper than a one-foot rise to each 1/2-foot horizontal (or in accordance with OSHA specifications, whichever dictates flatter slope).

Use diversion ditches, dikes, or other suitable means to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Do not allow water to accumulate in an excavation. If possible, the grade should be away from the excavation.

Excavations shall be inspected by a competent contractor's representative after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.

Do not store excavated or other material nearer than four feet from the edge of any excavation. Store and retain materials as to prevent materials from falling or sliding back into the excavation. Install substantial stop log or barricades when mobile equipment is utilized or allowed adjacent to excavations.

3.3 SHEETING

The CONTRACTOR has the option of sheeting excavations.

Supporting systems, such as piling, cribbing, shoring, and bracing shall be designed by a qualified contractor's representative and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, securely anchor the tie rods well back of the angle of repose. When tight sheeting or sheet piling is used, assume full loading due to groundwater table, unless prevented by weep holes or drains or other means. Provide additional stringers, ties, and bracing to allow for any necessary temporary removal of individual supports.

Materials used for sheeting, sheet piling, cribbing, bracing, shoring and underpinning shall be in good, serviceable condition. Timbers shall be sound, free from large or loose knots, and of proper dimensions.

Take special precautions in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the excavation. Pay particular attention to joints and seams of material comprising a face and to the slope of such seams and joints.

If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above or near an excavation, sheet-pile, shore, and brace the side of the excavation as necessary to resist the extra pressure due to such superimposed loads.

If the stability of adjoining buildings or walls is endangered by excavations, provide shoring, bracing, or underpinning as necessary to ensure the safety of adjoining buildings or walls. Such shoring, bracing or underpinning shall be inspected daily or more often, as conditions warrant, by a competent contractor's representative and the protection effectively maintained.

The CONTRACTOR shall be held responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. This includes damage to trees, sidewalks, and other property on the project site as well as on the private grounds.

Drive sheeting ahead of excavation. Do not remove sheeting until the excavation backfill has reached within two feet of the top of the excavation, except that the lower course of sheeting may be removed from a double sheeted excavation. When sheeting is drawn, completely fill all cavities remaining in or adjoining the excavation. When sheeting is left in place, completely fill all cavities behind such sheeting.

3.4 ROCKREMOVAL

Rock, boulders or other hard, lumpy or unyielding materials encountered in trench bottoms shall be removed to a depth at least 12-inches below the bottom of any pipes to be installed. All rock and other hard foundation material under structures shall be freed of all loose material, cleaned, and cut to a firm surface; either level, stepped vertically and horizontally or serrated, as may be directed. All seams shall be cleaned out and filled with concrete or mortar.

Blasting of rock or other hard to remove materials will not be permitted on this project.

3.5 SUBGRADES

Do not construct foundations, footings, slabs, or piping on loose soil, mud, or other unstable or unsuitable soil.

Fill excess cuts under foundations, footings, and slabs with concrete.

Fill excess cuts under piping with compacted bedding as specified in this Section.

3.6 BACKFILLING FOUNDATION AND STRUCTURE EXCAVATIONS

Remove debris and other unstable or unsuitable materials from excavations before backfilling is started.

Place backfill in uniform lifts and compact. In areas below proposed paving, the backfill shall be compacted to a minimum density of 98% of the proctor modified maximum density (AASHTO-180). In areas that will not be paved, minimum densities of 95% of AASHTO T-180 shall be achieved. Compaction shall be by drum roller (static or vibratory) or hand-operated equipment (for smaller/confined areas). Loose lifts of backfill shall not exceed 12 inches for drum roller compaction and shall not exceed 6 inches for compaction with hand-operated equipment. The soil, at the time of compaction, should exhibit a moisture content with 2% of the soil's optimum moisture content, as provided by AASHTO T-180. The contractor shall take the necessary precautions in order to avoid damaging nearby structures as a result of vibrations from the compaction equipment.

If suitable, use stored excavated material for backfill and fill. Provide additional material, if required, to complete backfill and fill. Additional backfill and fill material shall be provided at no additional cost to the OWNER.

3.7 BACKFILLING PIPING TRENCHES

Do not backfill trenches and excavations until all utilities have been inspected by the OWNER'S representative and until all underground utilities and piping systems are installed in accordance with the requirements of the specifications and the drawings.

Remove debris and other unsuitable materials from excavations before backfilling is started.

Place and tamp bedding and backfilling in a manner which will not damage pipe coating, wrapping, or encasement.

Bedding procedures shall be as specified in the particular Section for the applicable pipe material.

If bedding does not cover the pipe, place pipe cover material from the top of bedding to 12-inches over the pipe. Compact pipe cover material to the density required to allow backfill over the pipe cover material to be compacted to the density specified. Compaction shall be conducted under the guidelines of section 3.06.

3.8 FINISH GRADING

Shape the surface of all earthwork to conform to the lines, grades, contours and cross-sections shown on the drawings. Hand dressing may be required in certain areas or in confined areas where equipment operation is restricted.

In final shaping of the surface of the earthwork a tolerance of 0.1 foot above or below the plan elevation will be allowed with the following exceptions:

Earthwork shall be shaped to slope away from all buildings and structures.

Earthwork shall be shaped to match adjacent pavement, curb, sidewalks, and similar appurtenances.

Ditch bottoms and swales shall be shaped so that no water will be impounded except in areas designated for impoundment.

3.9 CLEANUP AND MAINTENANCE

Cleanup the job site as grading is completed. Remove excess earth, rock, bedding, materials, and backfill materials. Remove unused piping materials, structure components, and appurtenances. Restore items moved, damaged, or destroyed during construction.

Maintain the job site until the work has been completed and accepted. Fill excavations which settle when settlement is visible. Restore items damaged by construction or improper restorations. Keep dust conditions to a minimum.

3.10 STORAGE AND REMOVAL OF EXCAVATED MATERIAL

Suitable excavated material required for filling and backfilling operations may be stockpiled on the job site.

Remove unsuitable materials from the job site as unsuitable materials are excavated. Remove surplus suitable materials from the job site as excavations are backfilled.

Excavated suitable surplus materials shall remain the OWNER'S property and shall be stockpiled at the location(s) designated by the OWNER.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION

3.1 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.2 EXCAVATION

- A. General:
 - 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Rock:
 - 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.3 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.4 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the of excavation shall be cleared of all trash and debris. Material for backfilling shall consist the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9- inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.5 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.6 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.7 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.8 TESTS

A. 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. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98% of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02580 ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all “stop” intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02605
PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment required and install precast concrete stormwater manholes, stormwater structures, frames and covers, access hatches, manhole rungs, ladders and appurtenances as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Excavation and backfill is included in Section 02220 and 02222.
- B. Drainage structures and piping are included in Section 02720.

1.03 SUBMITTALS

- A. Submit to the ENGINEER, in accordance with Section 01300, shop drawings, product data, materials of construction, and details of installation. Submittals shall include at least the following:
 - 1. Base sections, riser sections, eccentric and concentric conical top sections, flat slab tops, grade rings with notarized certificate indicating compliance with ASTM C478.
 - 2. Pipe connection to manhole.
 - 3. Manhole rungs, including method of installation and notarized certificate indicating compliance with pull-out resistance test specified herein.
 - 4. Manhole frame and cover with notarized certificate indicating compliance with ASTM A48, Class 30.
 - 5. Method of repair for minor damage to precast concrete sections.
 - 6. Building brick with notarized certificate indicating compliance with ASTM C62.
- B. Samples

C. Design Data

1. Precast concrete structures:
 - a. Six copies of sectional plan(s) and elevations showing dimensions and reinforcing-steel placement.
 - b. Six copies of structural calculations including assumptions.
 - c. Six copies of concrete design mix.

D. Test Reports

1. Precast concrete structures:
 - a. Six copies of concrete test cylinder reports from an approved testing laboratory certifying conformance with this Section.

E. Certificates

F. Manufacturers Installation (or Application) Instructions

G. Statement of Qualifications

H. Manufacturer's Field Report

I. Project Record Documents

J. Operation and Maintenance Data

K. Warranties

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM A48 - Standard Specification for Gray Iron Castings.
2. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).

4. ASTM C33 - Standard Specification for Concrete Aggregates.
5. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
6. ASTM C 150 - Standard Specification for Portland Cement
7. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes
8. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
9. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections
10. ASTM D4101 - Standard Specification for Propylene Plastic Injection and Extrusion Materials.

B. American Concrete Institute (ACI)

1. ACI 318 - Building Code Requirements for Reinforced Concrete
2. ACI 350R - Environmental Engineering Concrete Structures

C. American Association of State Highway and Transportation Officials (AASHTO)

1. Standard Specifications for Highway Bridges

D. Occupational Safety and Health Administration (OSHA)

- E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

- A. 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 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.

2.07 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.

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. Manhole Rung Installation

1. Aluminum Manhole Rungs
 - a. Grout aluminum manhole rungs into precast sections, on 12-in centers. Preform holes in riser and cone sections for rungs during casting. Holes for rungs shall be 1-1/8-inch in diameter and a minimum of 3-1/2-in deep.
 - b. Grout rungs into precast sections immediately after casting and placing in the curing area, or immediately after coring holes for manhole rungs into base section. Fill holes with grout consisting of Portland Type II cement and mortar sand in a 1 to 1/2 ratio mixed to a putty consistency.
 - c. Paint those parts of the rungs which are embedded with a heavy coating of zinc chromate or other approved paint.
2. Steel Reinforced Polypropylene Plastic Manhole Rungs
 - a. Preform holes for manhole rungs during casting of the riser and cone sections, using tapered form pins specifically made for preforming manhole rung holes.

- b. Drive manhole rungs into preformed holes after concrete has developed a compressive strength of 3,000 psi.
 - c. Alternatively, cast manhole rungs into riser and cone sections when concrete is placed.
 - d. Drilling holes for manhole rungs may be used to accommodate field conditions when approved by the ENGINEER. Drill holes of diameter, spacing and depth required by manhole rung manufacturer.
3. Pull-out resistance test
- a. All manhole rung installation methods shall withstand a pull-out resistance test of 1,500 pounds.

D. 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).

E. 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.

F. 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 02611
REINFORCED CONCRETE PIPE FOR GRAVITY SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section covers materials and methods of installation of Reinforced Concrete Pipe for non-pressure or gravity service in Piped Utility Systems.

1.02 HANDLING AND STORAGE

- A. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- D. Inspection:
1. Pipe and appurtenances shall be inspected at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

PART 2 - PRODUCTS

2.01 ROUNDED PIPE

- A. Pipe shall be cast vibrated, machine-made or flat bed concrete pipe that is designed, manufactured, cured, tested and marked in accordance with the requirements of ASTM Designation C-76. Pipe shall be equivalent to Class III, unless otherwise noted on plans, and Wall B or C of the proper strength for the depth of cover required. Pipe shall be manufactured in lengths no longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions of structures will be permitted. Pipe with elliptical reinforcing shall be adequately marked to prevent improper placement in the trench. Lift holes or eyes may be provided in each pipe for the purpose of handling.

- B. Joints shall be of either a bell and spigot or double spigot and sleeve design using round rubber gaskets. The joint shall be so designed and fabricated that when the pipe is laid it shall be self-centering, and when the joint completed, the gasket will be enclosed on all four surfaces. The gasket shall not be required to support the weight of the pipe, but shall keep the joint tight under all normal conditions of service, including expansion, contraction and earth settlement.
- C. Joints and gaskets shall conform to the requirements of ASTM C443.

2.02 ELLIPTICAL PIPE

- A. Pipe shall be cast vibrated, machine made or flat bed elliptically shaped concrete pipe designed, manufactured, cured, tested and marked in accordance with ASTM C507.
- B. Pipe shall be of the proper strength for the depth of cover involved and shall be manufactured in lengths not longer than 16-feet nor shorter than 8-feet, except that shorter lengths as required at closures or junctions with structures will be permitted.
- C. Pipe designed for placement with the major axis horizontal shall be designated as "Vertical Elliptical" and shall be so marked.
- D. Joints for elliptical pipe shall be cold adhesive, pre-formed plastic gaskets conforming to Standard Specifications for Road and Bridge Construction of Florida Department of Transportation, Section 942, paragraph 942-2.

2.03 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.

PART 3 - EXECUTION

3.01 UNDERGROUND STRUCTURES AND CONFLICTS

- A. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structure, alignment and grade shall be adjusted as necessary, with the approval of the Engineer to provide clearance as required by federal, state or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

3.02 ALIGNMENT AND GRADE

- A. The pipelines shall be laid and maintained to the lines and grades established by the drawings and specifications, with manholes, service connections, fittings, and appurtenances at the required locations unless otherwise approved by the Engineer.

3.03 TRENCH CONSTRUCTION

- A. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified. Trenches shall be of such extra width, when required, to permit the placement of timber supports, sheeting, bracing and appurtenances.
- B. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.
- C. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe for pipe sizes 24-inches or smaller, and 9-inches for pipe sizes 30-inches and larger. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formation containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.
- D. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- E. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

- F. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.
- G. Pipe cutting for the insertion of fittings, or closure pieces shall be done in neat, workmanlike manner without creating damage to the pipe or lining.

END OF SECTION

**SECTION 02622
PLASTIC PIPE
FOR GRAVITY SERVICE**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes materials and methods of installation of Plastic Pipe and fittings for gravity service.

1.02 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.03 HANDLING AND STORAGE

All pipe, fittings and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.

Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

Pipe for gravity service shall meet the requirements of ASTM D 3034 for SDR 35.

PVC pipe color shall be blue for potable water main, white for sewer force main, and purple for reuse main.

2.02 FITTINGS

Fittings for use with PVC pipe shall meet the requirements of ASTM D 3034 for SDR 35.

2.03 JOINTS

Pipe and fittings shall have integral wall bell and spigot joints with flexible elastomeric seals. Joints shall provide a permanent seal against exfiltration or infiltration. The gasketed joint shall be designed so that when assembled the elastomeric gasket located within the bell is compressed radially on the pipe spigot to form a positive seal. The joint shall be designed to avoid displacement of the gasket from the joint during assembly and when in service. If a lubricant is required to facilitate assembly, it shall have no detrimental effect on the gasket or on the pipe.

2.04 GASKETS

Gaskets shall be molded into a circular form or extruded to the proper section and then spliced into circular form. They shall consist of a properly processed high grade elastomeric compound of natural rubber, a synthetic elastomer or a blend of both. The gasket shall provide an adequate compressive force against the sealing surfaces of the bell and spigot so as to affect a positive seal under all combinations of joint tolerances. The gasket shall be the only element depended upon to make the joint flexible and water tight.

PART 3 - EXECUTION

3.01 EXAMINATION

All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

Alignment and Grade. The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings at the required locations unless otherwise approved by the Engineer.

Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by the Engineer to prevent future damage or contamination of either structure.

Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

Material used in the pipe embedment zone shall be Class I, Class II or Class III material as identified in ASTM D-2321, standard recommended practice for underground installation of flexible thermoplastic sewer pipe. Bedding material shall be of the class required to support the trench backfill loads for the depth of cover shown with maximum long term deflection limited to 5.0 percent and compaction ranges of 80 to 90 percent standard proctor density. If material meeting this requirement is not available from the trench, satisfactory material shall be furnished and placed without additional compensation.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, and stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe and fittings shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

Pipe Deflection. When Vertical deflection shall be monitored by the use of a rigid "Go-No-Go" device. The device shall be pulled by hand through each section from manhole to manhole. The pulling motion shall be smooth and easy so as to avoid jamming the device if an obstruction is encountered in the line. When the device is not able to go forward, the distance shall be measured from the last manhole and recorded. The device shall then be pulled backwards and that section of storm sewer main uncovered and recompacted according to these specifications. The "Go-No-Go" device shall be constructed to measure a maximum 5.0 percent deflection.

Pipe Cutting. Cutting pipe for the insertion of fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

Manhole Connections. Plastic pipes shall be connected to manholes in accordance with the details shown and as specified in Section 02605 – Manholes.

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 02801
RESTORATION OF SURFACE IMPROVEMENTS**

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, mailboxes, sprinkler systems, walks and any other existing improvement affected by the proposed work within the project limits regardless if outside the right of way or not.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.2 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

2.1 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.

2.2 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.

2.3 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.4 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.

2.5 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.

2.6 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.

2.7 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type SP9.5 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.

2.8 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

3.1 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.

3.2 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 asphalt pavement, a crushed concrete base shall be laid. The base shall be twelve (12) inches of compacted thickness for City driveways. For State or County roads the thickness shall be as required by that agency's permit. The base course 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.

Driveway aprons (replacing existing driveways as noted on plans) shall consist of 6 inches of concrete having a compressive strength of 3,000 PSI. The concrete shall bear on a subgrade exhibiting an LBR of at least 40. If required, the stabilization shall be achieved by mixing shell into the subgrade. The subgrade shall have a minimum thickness of 8 inches and compacted to 98% of the maximum dry density as provided by AASHTO T-180.

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.

3.3 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. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Department of Transportation specifications.

3.4 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

SECTION 02802
IDENTIFICATION TAPE FOR BURIED PIPE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Furnish and install identification tape over the centerline of all buried potable water lines, wastewater force mains, raw water mains, gravity sewers and wastewater effluent reuse mains.
- B. See also Sections 02616 and 02623 for additional pipe locating marker requirements.

1.2 SUBMITTALS

- A. Submit manufacturer's descriptive literature, illustrations, specifications and other pertinent data.

PART 2 – PRODUCTS

2.1 IDENTIFICATION TAPE

- A. Identification Tape for Ductile Iron and Steel Pipe.

Identification tape shall be manufactured of inert polyethylene so as to be highly resistant to alkalies, acids and other destructive agents found in soil, and shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a maximum adhesive factor of 40 ounces per inch. Tape width shall be 2 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

- B. Identification Tape for Polyvinyl Chloride Pipe.

Identification tape shall be manufactured of polyethylene with a minimum thickness of 4-mils and shall have a 1-mil thick metallic foil core. The tape shall be highly resistant to alkalies, acids and other destructive agents found in soil. Tape width shall be 3 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

- C. Tape background colors and imprints shall be as follows.

**ORMOND BEACH AIRPORT BUSINESS
PARK COLLECTOR ROAD EXTENSION**

02802 - 1

<u>Imprint</u>	<u>Background Color</u>
"Caution Caution - Potable Water Line Buried Below"	Blue
"Caution Caution - Wastewater Force Main Buried Below"	Green
"Caution Caution - Sewer"	Green
"Caution Caution – Reuse Water Main Buried Below"	Lavender
"Caution Caution – Raw Water Main Buried Below"	White

D. Identification tape shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, (800) 231-6074, Allen Systems Inc., Wheaton, IL (800) 323-1749, or approved equal.

2.2 LOCATING WIRE

- A. Locating wire shall be #10 THHN solid copper tracing wire.

PART 3 – EXECUTION

3.1 INSTALLATION OF IDENTIFICATION TAPE

- A. Identification tape shall be installed for all buried pressure mains in accordance with the manufacturer's installation instructions and as specified herein.
- B. For potable, raw, reuse water and force mains, identification tape shall be installed 12 inches below final grade over centerline of pipe.
- C. For wastewater gravity sewers, identification tape shall be continuously spiral-wrapped around the pipe with the bands 12 to 18 inches apart.

3.2 INSTALLATION OF LOCATING WIRE

- A. Locating wire shall be installed around all buried pressure mains in accordance with plan details. Wire shall be extended to top of all valve boxes as shown on plan details.

END OF SECTION

SECTION 02930 SODDING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 WORK INCLUDED

- A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed, install sodding, and repair existing sod in accordance with the drawings, scheduled mowings, and all work that is part of the 30-day grow-in period, and as specified.

1.3 RELATED WORK

- A. Irrigation System
- B. Trees, Shrubs, and Groundcover
- C. Fine Grading

1.4 QUALITY ASSURANCE

- A. Sod shall be grown by certified Florida State Plant Board SOD FARM or as approved by the OWNER'S Representative. The OWNER'S Representative shall inspect sod prior to cutting and delivery to site.
- B. The OWNER'S Representative shall have the right at any stage of the construction operation to reject any and all work and materials, which, in his opinion, do not meet the requirements of these specifications. Such rejected work and materials shall be immediately removed from the site and replaced in an acceptable manner.

1.5 SUBMITTALS

- A. Certificates and Guarantee
 - 1. Growers' Certification and Guarantee
 - a. All sod shall be Florida Standard Grade sod as defined by the "Florida Turf Producers Association" that is true to botanical variety and 98% free of weeds and foreign grasses.

- b. Florida Standard Grade may have no visible broadleaf weeds when viewed from a standing position and the turf shall be visibly consistent with no obvious patches of foreign grasses. In no case may the total amount of foreign grasses or weeds exceed 2% of the total. The sod shall be neatly mowed and be mature enough that when grasped at one end, it can be picked up and handled without damage.
 - c. Grass species and variety with date and location of field from which sod is cut.
 - d. One certificate per truckload is required.
 - e. Compliance with State and Federal quarantine restriction, if applicable.
- 2. Manufacturer's certification of fertilizer and herbicide composition.
- 3. CONTRACTOR shall submit all certifications, reports, etc., to the OWNER'S Representative a minimum of one week prior to installation.
- B. Provide Florida State Department of Agriculture, Bureau of Plant Industry, inspection certificates at time of delivery of sod.
- C. Submit soils tests to LANDSCAPE ARCHITECT for all locations shown on plans. Analysis shall include recommendation for fertilization specific to the soil chemistry of the existing soil.

PART 2 – PRODUCTS

2.1 SOD

- A. Sod shall be as shown in plans and shall have a firm texture having a compacted growth and good root development. Sod shall conform to the following:
 - 1. Furnish in pads that are not stretched, broken or torn
 - 2. Sod thickness shall be 1-1/2 inch, minimum (excluding top growth and thatch)
 - 3. Sod shall be uniformly 2 inch in height
 - 4. Uniform in color, leaf texture and density.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted, the sod shall have been mowed to a two-inch length three times with final mowing not more than a week before cuffing into uniform dimensions.

- D. Time delivery so that sod will arrive at site within twenty-four (24) hours after being stripped. Do not deliver more sod than can be installed within 24 hours. OWNER'S Representative reserves the right to reject sod left in extended storage on site.
- E. Protect sod against drying and breaking.
- F. Maintain proper moisture conditions, prior to placing, to insure sod vitality and to prevent the dropping off of soils during handling.

2.2 SOIL CONDITIONERS

- A. Fertilizer:
 - 1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
 - 2. For purpose of bidding, assume 8% nitrogen, 8% phosphorus, and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.
 - 3. At the CONTRACTOR'S expense, samples of existing on-site soils will be submitted to a certified testing laboratory for analysis as to the suitability of the fertilizer mix specified above. The findings, together with any recommendations for amending the specified fertilizer mix shall be reviewed and approved by the OWNER prior to delivery and installation of plant materials at the job.
 - 4. At the CONTRACTOR'S expense, fertilizer amendments shall be added in the amount and manner prescribed by a soil analysis. Results from soil analysis and a list of the prescribed amendments shall be presented to the OWNER'S Representative prior to incorporating into the soil.
 - 5. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturer's certificate of compliance covering analysis shall be furnished to the OWNER'S Representative. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.
- B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART 3- EXECUTION

3.1 LAWN BED PREPARATION

- A. Areas specified to receive sod shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved by OWNER'S Representative.
- B. Preparation for Finish Grading:
 - 1. Weeding: Before and during preliminary and finish grading, dig-out all weeds and grasses by the roots and dispose of off-site. Grasses not of the perennial type less than two and one-half inches (2-1/2") high and not bearing seeds, may be turned under. Perennial weeds and grasses are to be removed. Also, remove other noxious or invasive weeds encountered on the site. The use of Round-Up or approved equal is an approved method of removal of weeds.
 - 2. Loosen rough-graded material by roto-tilling to a depth of four to six inches (4"-6") and regrade to maintain proper elevation.
 - 3. Remove all stones over two inches (2") in size, rubbish, and all other extraneous matter from rough grade before beginning finish grading.
- C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disced in to a depth of 4-6 inches.
- D. The areas shall then be brought to proper grade, free of all construction debris, sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and of uniformly firm texture.

3.2 SOD HANDLING AND INSTALLATION

- A. Sodding Lawns
 - 1. Limits of sod and sod types are delineated on the Drawings.
 - 2. Sod shall be as shown on the Drawings certified to be of high quality in accordance with the standards established by the FTGA.

3. Do not sod areas until the planting of trees, shrubs, and other plants are sufficiently completed in that area, to eliminate the possibility of incurring damage to the lawn areas by tree planting operations.
4. Roto-till soil to a depth of six inches (6"), incorporate specified amendments, and fine grade to remove irregularities.
 - a. Lightly roll to firm surface and regrade, as necessary, to even base grade.
 - b. During rolling, soil should be sufficiently dry to avoid dense compaction.
5. Prior to sodding, clear the surface of all stones or other objects and of all roots, weeds, brush, wire, and other objects that might be a hindrance to maintenance operations.
6. Leveling: Level out all undulations or irregularities in the surface resulting from tillage, fertilizing, liming, or other operations.
7. Treat soil, as necessary, with approved fumigant or herbicide to control weeds.
8. Pre-irrigate soil to wet it to a depth of two inches (2"). Soil should be damp but not muddy.
9. Lay sod within twenty-four (24) hours after delivery to site and within forty-eight (48) hours after being cut. Do not expose sod to hot sun longer than necessary.
 - a. Roll out sod or lay squares carefully. Use a 2'x4' laid on its side as a "kicker" to butt against sod strips and force them into place.
 - b. Stagger or offset all joints between sod sections. Butt side and end joints. Ensure that joints are tight, thereby eliminating the need to patch and/or top-dress to eliminate gaps.
 - c. Cut sod with a sharp knife or spade to conform to walks, planter beds, header boards, and other characteristics.
 - d. Bring new sod into close contact with the soil by thorough rolling with a 100 lb. roller.
10. After laying and rolling, water area thoroughly and deeply.
 - a. Keep sod well-watered during the first two (2) weeks after installation to insure good rooting into base soil.

- b. Supplement watering from irrigation system by hose, as necessary, to assure adequate water to berms and other critical areas to establish sod.
- 11. Finish grade of all sod after laying shall not be higher than adjacent paving, curbs, yard boxes, and other on-grade elements of site development.
 - a. All surfaces shall drain to drainage devices provided without puddling or ponding.
 - b. The surface of the sod shall be smoothed with gentle curves and transitions. All sodded areas shall be verified that they meet the approval of OWNER'S representative prior to proceeding with subsequent phases of construction. The OWNER'S representative reserves the right to reject uneven areas in order to achieve the intended appearance of the project.
- 12. Peg sod on slopes greater than one (1) in three (3) with minimum of two (2) stakes per square yard.

3.3 MAINTENANCE

- A. The CONTRACTOR shall produce a dense, well-established lawn. The CONTRACTOR shall be responsible for the repair and re-sodding of all eroded or bare spots until project substantial acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be applied by the CONTRACTOR to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by the OWNER'S Representative.
- C. Areas of sod that are not intended to be watered by the irrigation system shall be hand-watered to receive a minimum of 1.5 inches of water per week for the length of the plant establishment period. The plant establishment period shall be for thirty (30) consecutive calendar days unless otherwise directed by the OWNER'S Representative. Adjust watering frequency and amounts to accommodate prevailing weather conditions.
- D. Mow newly sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Also, maintain existing established lawn within phase one limits during the establishment period until accepted by the OWNER'S Representative.
- E. Do not permit new lawn areas to grow in excess of three inches high during maintenance period.

- F. After the OWNER or his representative has accepted an established stand of grass, the OWNER'S Representative assumes all responsibility for maintenance; however, it is the CONTRACTOR'S responsibility to instruct the OWNER'S Representative in proper maintenance procedures in writing.

3.4 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by CONTRACTOR'S operations Planting, Irrigation, Land Sculpturing, Plant Styling, etc. shall be repaired at once by proper sod bed preparations, fertilizing and re-sodding, in accordance with these specifications.

3.5 ACCEPTANCE

- A. A substantial completion inspection shall be conducted with all deficiencies noted and given to the CONTRACTOR as a punch list of items to be corrected. Substantial completion acceptance will not be issued until all punch list items have been completed and a re-inspection by the OWNER is done.
- B. For the purpose of establishing an "Acceptance" standard, sod shall be healthy, well-rooted, evenly colored, viable; free of weeds, disease, open joints and bare spots.
 - 1. Perform other operations necessary to complete maintenance and ensure that plants are healthy, vigorous, visually pleasing, and undamaged.
 - 2. Perform all maintenance tasks as specified in this section.
- C. Once the re-inspection for compliance with the punch list requirements has been conducted and barring any new deficiencies being noted during the re-inspection, written acceptance will be given for all work of this Section, exclusive of possible replacement of sod subject to warranty.
 - 1. If any deficiencies of requirements exist, they will be noted in writing.
- D. Upon written substantial completion acceptance being given, the OWNER will assume all responsibilities for maintenance of landscape work. The CONTRACTOR is responsible for all maintenance as specified in this section up to this point.
- E. At the conclusion of the warranty period, an inspection will be made to determine the condition of warranted plant material.
 - 1. Remove all sod material noted as not being in a healthy-growing condition.

2. At no additional cost, replace sod during the following planting season with material of like kind and size, in accord with specifications for original sodding.
3. Warranty period applies also to replaced material.

3.6 GUARANTEE AND REPLACEMENT

A. Lawns

1. All sodding shall be established or exhibit signs of being established in thirty (30) days or less from the date of installation, or the sod shall be removed and replaced at no additional cost to the OWNER. Sodding installed by the LANDSCAPE CONTRACTOR shall be warranted in writing for a period of six (6) months from the date of substantial completion.

END OF SECTION

SECTION 03100
CAST IN-PLACE AND POURED CONCRETE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.2 SUBMITTALS

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

PART 2 MATERIALS AND EQUIPMENT

2.1 PORTLAND CEMENT

Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.2 CONCRETE AGGREGATE

Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

- A. Fine Aggregate. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject to the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages.

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%
2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

B. Coarse Aggregate

1. Coarse aggregate shall consist of hard; tough, durable components, free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.
2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be presented in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	1/4%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 1 1/2 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
1/2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.3 WATER

Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.4 REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.
- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.
- D. Tie Wire: 16 gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

2.5 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than 3/4 inch.
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 1/2 inch wide on each leg.

2.6 ADMIXTURES:

- A. Air Entraining Admixture: ASTM C260.
- B. Water Reducing and Retarding Admixture:
1. Concrete Without Superplasticizer:
 - a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200 N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
 - b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
 - c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

PART 3 EXECUTION

3.1 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) no more than fifty (50) percent of the total weight of the aggregate.

- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4) inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M designation C-94).
 - 1. Class "A" concrete for all structures shall have minimum compressive Strength of 4000 psi at 28 days.
 - 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 - 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.2 MIXING AND PLACING

- A. Concrete shall be mixed conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I.318).
- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.
- C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following.

1. Date and time leaving plant 2. Type of cement and weight 3. Quantity of Water and time added	- Additives (if any) - Site arrival time - Site leaving time
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D. Concrete

1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.
2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.
3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
2. Excessive over-mixing, required addition of water to preserve the required consistency, shall be cause of rejection of the batch.
3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.
4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) - Concrete with superplasticizer
 - .45 (lbs/lb) - Class A concrete without superplasticizer
 - .55 (lbs/lb) - Class B concrete without superplasticizer
 - .65 (lbs/lb) - Class C concrete without superplasticizer
3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).
4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer. 7 inches plus or minus 1 inch for Class A and B with superplasticizer. 8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

3.3 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.
4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering the waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved materials, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.
2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by water.
3. Covering the Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover the waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully fat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.4 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameter apart, rather than as specified above.

3.5 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.
- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms. Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.
- D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

- E. The Contractor shall be fully responsible for the adequacy of form work in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required drawings.
- F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- G. Box out for all temporary openings and build forms to seal them up when and as required.
- H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.
- I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.
- J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.
- L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.6 FORMREMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

3.7 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10 foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

C. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

D. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch of 10 feet as

determined by a 10 foot straightedge placed anywhere on the slab in any direction.

- E. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- F. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.8 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.
- B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, two at twenty-eight (28) days, and one held in reserve. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
- C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.9 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER SPOTS

- A. Expansion Joints shall be placed as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.
- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03300 CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

This Section includes furnishing all plant, labor, equipment and materials for constructing concrete and reinforced concrete slabs and structures as shown on the Drawings and as normally required by standard practice of the trade.

1.2 QUALITY ASSURANCE

Work shall be performed in accordance with the latest editions of the following standards:

- ACI 301 - Specifications for Structural Concrete for Buildings
- ACI 318 - Building Code Requirements for Reinforced Concrete
- ACI 350R- Environmental Engineering Concrete Structures
- Building Codes adopted by local authority.

All materials used in concrete construction shall meet the applicable requirements for design, construction, inspection, testing, maintenance and operations as prescribed in ANSI A10.9, Safety Requirements for Concrete Construction and Masonry Work.

Responsibility for Tests and Reports. The CONTRACTOR shall supply all cylinder molds, slump cones, and tools, and shall provide clean, moist sand or burlap for curing.

The test cylinders shall be molded and tested by a recognized commercial testing laboratory selected by the OWNER. The costs for tests will be paid by the OWNER.

1.3 SUBMITTALS

Mix Design. Prior to the commencement of work, the CONTRACTOR shall submit three copies of the concrete mix designs intended for this work.

Results of Cylinder Tests. The testing laboratory shall submit three copies of results of concrete cylinder tests to ENGINEER together with one copy each to OWNER, CONTRACTOR, and Concrete Supplier.

Reinforcement. Submit shop drawings, and indicate bar sizes, lengths, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.

Ready Mixed Concrete. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

- Date and time leaving plant
- Type of cement and weight
- Quantity of water and time added
- Admixtures (if any)
- Site arrival time
- Site leaving time

1.4 STORAGE

Cement shall be stored in a thoroughly dry, weathertight, and properly ventilated building with adequate provisions for the prevention of the absorption of moisture. Storage shall be such as to permit easy access for inspection and definite identification of each shipment. Cement which has hardened or is, in the opinion of the ENGINEER, otherwise unfit for use shall not be used.

The fine and coarse aggregates shall be stored separately and in such manner as to avoid the inclusion of any foreign material in the concrete. Stockpiles of coarse aggregate shall be built in horizontal layers to avoid segregation.

PART 2 – MATERIALS AND EQUIPMENT

2.1 CEMENT

Cement for use in general concrete construction shall be Portland cement conforming to the requirements of ASTM C150, Type I, IA, II or IIA or Federal Specifications SS-C-192, Type I or II.

Cement for use in all structures where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with soil, groundwater, sewage or effluent) shall be Portland cement conforming to the requirements of ASTM C150, Type II or IIA.

One brand of cement shall be used throughout entire project.

2.2 FINE AGGREGATES

Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.

The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

The fine aggregate shall be reasonably well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent</u>
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 -100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement.

2.3 COARSE AGGREGATE

Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.

The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by decantation	1%
Clay Lumps or other soluble materials	1/4%
Soft fragments	5%

Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits:

<u>Total Passing</u>	<u>Percent</u>
Maximum size square mesh screen	97 - 100
1/2 maximum size square mesh screen	40 - 70
No. 4 Sieve	0 - 6

2.04 WATER

The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.5 ADMIXTURES

The mix design shall contain admixtures as indicated in PART 3 - EXECUTION, and as may be selected by the designer to improve the workability, plasticity or cure rate of the concrete.

High-Range Water Reducer. High-range water reducer (superplasticizer) shall meet the specifications of ASTM C494 Type A, F & G, and shall be Daracem-100 as manufactured by W.R. Grace Company.

Reinforcing Fibers. Reinforcing fibers shall be collated 100 percent virgin polypropylene, 1/2-inch or 3/4-inch in length, and shall be Grace Fibers as manufactured by W.R. Grace Company. Reinforcing fibers shall be used in accordance with the manufacturer's recommendations and as indicated herein.

Air-Entraining Admixture. Air-Entraining admixtures shall conform to ASTM C 260 and shall be "Darex AEA" as manufactured by W.R. Grace Company.

2.6 REINFORCEMENT

Steel Bar and Wire Fabric Reinforcement. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, scale, mill scale and be free of coatings.

Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups, and shall be deformed bars unless shown otherwise on drawings.

Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

Wire fabric, unless otherwise shown or specified, shall be 6 x 6 x W1.4 x W1.4 woven or electrically welded fabric conforming to the requirements of ASTM A185.

2.7 CURING

Burlap. Burlap shall consist either of two layers, weighing 10 to 18 ounces each per ten square feet, or of four layers of 6 to 7 ounces each. Burlap which has been used as a container for sugar shall not be used. Burlap that is being used for the first time shall be thoroughly washed to remove starches used in sizing the material. Burlap shall be in strips of at least three feet and not more than six feet in width, and shall be at least three feet longer than the width of surface to be covered.

Membrane Curing Compound. Membrane curing compound shall conform to the requirements of ASTM C309. The compound shall be of a consistency suitable for spraying at temperatures prevalent at the time of construction operations, and which forms a continuous, uniform film. During hot weather, Type 2 compound shall be used.

Acceptable manufacturers for curing compound and their product designation are:

W.R. Meadows, Inc. "Sealtight CS-309"
Sonneborn/Cantech "Kure-N-Seal"
Standard Dry Wall Products "Thoroglaze Semi-gloss"

Curing compound shall be compatible with applied finishes as indicated in the Finish Schedule and/or shown on the drawings.

Impervious Coatings. Impervious coating materials shall conform to the requirements of Section 925-3, Sheet Materials, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

2.8 EXPANSION AND CONSTRUCTION JOINTS

Expansion Joints. Expansion joints shall be placed as indicated on the Drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the Drawings. Joint materials or isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, Preformed Expansion Joint Filler for Concrete (bituminous type), thickness as shown on the Drawings.

Construction Joints. Construction joints shall be located as shown. Additional joints to accommodate pour arrangements and schedules desired by the CONTRACTOR may be provided upon specific request.

2.9 ANCHOR BOLTS

Unless noted otherwise, anchor bolts shall be Type 304 stainless steel.

PART 3 – EXECUTION

3.1 PROPORTIONS AND CONSISTENCY

Mix Design. Prior to placing any concrete, the CONTRACTOR shall submit a mix design, calculated by a recognized testing laboratory using the specified aggregates to produce a workable mix of the desired strength, together with certified copies of 7-day and 28-day tests of cylinders taken from concrete made according to the mix design.

The CONTRACTOR shall pay for the cost of mix design preparation and testing.

The mix shall be designed to secure concrete having the following minimum compressive strength at the age of 7 and 28 days.

<u>Class</u>	<u>7 day</u>	<u>28 day</u>
Structural	2670	4000
Non-Structural	2000	3000

Structural concrete shall be used in all buildings and structures as shown on the Drawings.

Non-structural concrete may be used outside buildings and structures, in miscellaneous slabs and sidewalks.

Proportionings. All materials except water shall be proportioned into the mix by weight. Water may be proportioned either by weight or volume.

Precise control of the proportions and amounts of all materials will be required. Unauthorized changes in proportions or addition of water shall be sufficient cause for rejection of the batch. The proportions of the accepted mix design will not be changed except upon the specific recommendation of the mix designer and approved by the ENGINEER.

Mix design proportions shall meet the following criteria.

Maximum water/cement ratio shall be 0.4.

Mix shall be designed at a slump of 5-inches ⁺1-inch. If high-range water reducer is utilized, slump may be increased to 6-1/2-inches ⁺1-1/2-inches.

For slab on ground applications, reinforcing fibers added at the rate of one and one half lbs. per cubic yard of concrete may be used in lieu of wire fabric.

Use air-entraining admixtures in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1-1/2% within the following limits:

- 5.5% for maximum 1-1/2-inch aggregate
- 6.0% for maximum 1-inch and 3/4-inch aggregate
- 7.0% for maximum 1/2-inch aggregate

Mixing, Transporting and Placing. Mixing, transporting and placing shall be in accordance with ACI 304 except as modified in this section.

Machine mix all concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Introduce all mixing water in the drum before one-fourth of the mixing time has elapsed.

All admixtures must be added separately to assure their prescribed performance.

Ready-Mix concrete shall comply with requirements of ANSI/ASTM C 94, except as modified in this section.

Delete references allowing additional water to be added to a batch with insufficient slump. Addition of water to a batch will not be permitted.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required.

When air temperature is between 85° ?F (30° ?C) and 90° ? F (32°?C), reduce mixing and delivery time from 90 minutes to 75 minutes, and when air temperature is above 90° ? F (32° ? C), reduce mixing and delivery time to 60 minutes.

Job-Site mixing of materials for concrete shall be in an appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes, after ingredients are in mixer before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction of cu. yd.

Placing. Concrete shall not be placed until forms and reinforcing have been inspected.

Concrete shall be consolidated with the aid of mechanical vibrating equipment supplemented by hand forking or spading; do not use vibrators to transport concrete inside forms. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary (10-12 seconds, max.) to produce thorough consolidation.

Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch in thickness.

The concrete shall be placed by suitable equipment as nearly as possible to its final location without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

Fresh concrete shall be protected from rain, flowing water and mechanical injury.

Hot/Cold Weather Concreting. Concrete work during hot and cold weather shall comply with ACI 305 and ACI 306, respectively.

3.2 CONCRETE FINISHES

Concrete slabs shall be finished in accordance with the following specifications. The dusting of wearing surfaces with dry materials will not be permitted. In preparation for finishing, floor slabs shall be struck off true to the required level at or below the elevation or grade of the finished floors, as shown on the drawings. Floors shall be level within a tolerance of 1/8-inch in 10-feet, except where drains occur, in which case the floors shall be pitched to the drains as indicated on the drawings or as directed by the ENGINEER.

Rough Slab Finish. Unexposed slabs under earth shall be finished by tamping the concrete with special tools to force the aggregate away from the surface, then screeding with straight edges and floating to produce a reasonably true and uniform surface.

Wood-Float Finish. Steps, tops of canopies, wet-well slabs, and exterior platforms and ramps shall be finished by tamping with special tools to force aggregate away from the surface, then screeding with straight edges to bring surface to required line as shown on drawings. While the concrete is still green, but hardened sufficiently to bear the concrete finisher's weight, the surface shall be floated with a wood float to a true and uniform plane with no coarse aggregate visible.

Monolithic Finish. Exposed interior concrete floor surfaces shall be finished by tamping the concrete with special tools to force the coarse aggregate away from the surface, then screeding and floating with straight edges to bring the surface to the required finish level shown on the drawings. While the concrete is still green but sufficiently hardened to bear a man's weight without deep imprint, it shall be wood floated to a true, even plane with no coarse aggregate visible. Sufficient pressure shall be used on the wood floats to bring moisture to the surface. The concrete shall then be hand steel troweled to produce a smooth impervious surface free from trowel marks. An additional steel troweling shall be given the surface for the purpose of burnishing. The final troweling shall produce a ringing sound from the trowel.

Power-Machine Finishing. In lieu of hand finishing, the CONTRACTOR may use a power machine approved by the ENGINEER for finishing concrete floors in accordance with the directions of the machine manufacturer. The preparation of concrete surfaces for finishing by machine shall, in general, shall be as required for hand finishing.

Nonslip Broom Finish. Apply nonslip broom finish to exterior concrete and sidewalks. Immediately after trowel finishing, slightly roughen concrete surface by brooming with a fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with the ENGINEER before application.

3.3 CONCRETE FINISHES, FORMED SURFACES

Rough Finish. Surfaces to receive a stucco or plaster coating and surfaces against which backfill will be placed may remain essentially as poured. Small fins, offsets, holes to 1/2-inch, and minor honeycomb will be acceptable providing that they will increase the bond between the concrete surface and the cement coating and will not be structurally unsound or visible after the coating application. Break-back ties shall be pointed-up to close openings left as ties are snapped off.

Smooth and Rubbed Finish Sample Panels. Prior to providing any of the finishes described below, use a portion of the newly-formed concrete surface to demonstrate the applicable finish or finishes. The area used shall be approximately 4-feet square for each finish and shall indicate the range of texture and workmanship to be expected in the completed work. Obtain acceptance of the ENGINEER for visual qualities of each finish before commencing work. Do not alter or destroy finish panel(s) until work is completed.

Smooth Finish. Such items as exposed concrete beams and columns and surfaces shown or specified to have a smooth finish shall, as the forms are removed, have fins, rough edges and offsets ground smooth. Holes to 3/4-inch, slight honeycomb, and minor defects shall be wetted and filled with a 1:2 mix of cement mortar, matching color of surrounding concrete, and troweled to a uniform plane.

Rubbed Finish. Exposed surfaces, and surfaces to be painted shall be rubbed. As the forms are removed, fins, rough edges, and offsets shall be ground smooth. Holes to 3/4-inch, slight honeycomb, and minor defects shall be wetted and filled with a 1:2 mix of cement mortar, matching color of surrounding concrete, and then troweled to a uniform plane. As soon as they have been troweled, the patched areas shall be sprayed with a curing compound which will not destroy future bonding properties. Three days after application of curing compound, the entire surface shall be finished by wetting and applying a 1:2 cement mortar with a carborundum block. Using the block, mortar shall be rubbed into pits or indentations and excess mortar rubbed off to provide a uniformly textured surface. When the surface has dried, all loose sand and dust shall be removed and the surface then hosed down with water.

3.4 PATCHING

Any concrete which is not formed as shown on the drawings, or is out of alignment or level or shows a defective surface, shall be removed from the job by the CONTRACTOR at his expense, unless the ENGINEER grants permission to patch the defective area. This shall be done in accordance with the procedures above. Honeycomb consisting of 3/4-inch diameter holes or greater shall be considered a defective surface. Permission to patch any such area shall not be considered a waiver of the ENGINEER'S right to require complete removal of the defective work if the patching does not, in his opinion, satisfactorily restore the quality of the concrete and appearance of the surface.

3.5 CURB AND GUTTER

Construct curb or valley gutter from structural grade concrete.

Forms, workmanship, details and spacing of joints, finishing and curing shall conform to the requirements of Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

3.6 INSTALLATION OF EMBEDDED ITEMS

Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, templates, instructions and directions provided by suppliers of items to be attached thereto.

3.7 CURING

Methods and Curing Times. For surfaces on which forms are kept continuously in place, without loosening, for a period of seven days or more, no further curing will be required. All other surfaces shall be cured by continuous moisture application, application of a membrane-curing compound or by use of an impervious coating for a period of at least seven days. This may be accomplished by ponding of water on slabs, by a continuous spray, by covering material wet, by covering the surfaces with an impervious material or by application of a membrane type curing compound. Membrane curing compounds and impervious coverings shall be continuous, flexible and without defects, and shall retain the required moisture in the concrete. Compounds and coverings shall be protected from damage for the required curing period.

3.8 TESTS

Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Four specimen test cylinders shall be taken from each concrete placement operation of fifty cubic yards or fraction thereof. One additional set of test cylinders shall be taken from each additional thirty cubic yards or fraction thereof. One cylinder from each casting shall be broken at seven days, two at 28 days, and one shall be held in reserve for a 56 day break if required. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods and under adverse weather or curing conditions.

Slump tests shall be made in accordance with ASTM C143, and shall be made whenever directed by the ENGINEER.

The testing lab will make additional tests of in-place concrete when test results indicate specified concrete strengths and/or other characteristics have not been attained in the structure, as directed by the ENGINEER. Testing lab may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other means as directed. CONTRACTOR shall pay for such tests as may be required, when unacceptable concrete is verified.

END OF SECTION

Appendix A

St. Johns River Water Management District Permit



St. Johns River

Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

November 21, 2022

Joyce Shanahan
City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174-6386

SUBJECT: 168785-1
Airport Business Park Collection Road Extension

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on November 21, 2022. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

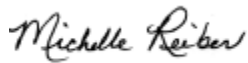
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Haluk Kilic
Zev Cohen & Associates, Inc.
300 Interchange Blvd
Ormond Beach, FL 32174-1858

Bill Lites
Zev Cohen & Associates, INC
300 Interchange Blvd
Ste C
Ormond Beach, FL 32174-1859

Alicia Lowenstein
DEP

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 168785-1

DATE ISSUED: November 21, 2022

PROJECT NAME: Airport Business Park Collection Road Extension

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 8.77 acre project known as Airport Business Park Collection Road Extension, as per plans received by the District on November 3, 2022.

LOCATION:

Section(s): 38, 13 Township(s): 14S Range(s): 31E
Volusia County

Receiving Water Body:

Name	Class
Tomoka River	III Fresh, OFW, IW

ISSUED TO:

City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174-6386

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

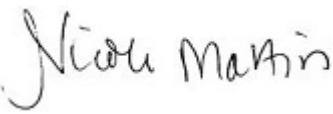
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated November 21, 2022

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



Nicole Martin
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 168785-1
Airport Business Park Collection Road Extension
DATED November 21, 2022

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
24. The proposed project must be constructed and operated as per plans received by the District on November 3, 2022.
25. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 0.07 forested freshwater mitigation credits have been debited from the Tiger Bay Mitigation Bank ledger.
26. In the event that the permittee does not successfully complete the transaction to obtain 0.07 forested freshwater mitigation credits from Tiger Bay Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

CITY OF ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL FINAL ENGINEERING PLANS

OWNER:

CITY OF ORMOND BEACH
501 N. ORCHARD STREET
ORMOND BEACH, FL 32174
PHONE NUMBER (386) 676-3220
FAX NUMBER
CONTACT PERSON: SHAWN FINLEY, P.E.

e-mail: shawn.finley@ormondbeach.org

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: HALUK KILIC, P.E.

e-mail: hkilic@zevcohen.com

SURVEYOR:

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE NUMBER (386) 672-9515
FAX NUMBER (386) 673-6554
CONTACT PERSON: ROGER W. STRCULA, P.E.

e-mail: rwstrcula@uphaminc.com

GEOTECHNICAL ENGINEER:

UNIVERSAL ENGINEERING SCIENCES, INC.
911 BEVILLE ROAD
SOUTH DAYTONA, FL 32119
PHONE NUMBER (386) 756-1105
FAX NUMBER (386) 760-4067
CONTACT PERSON: MICHAEL MOHNEY

e-mail: mmohney@universalengineering.com

SHEET INDEX:

- C1 KEY SHEET
- C2 EXISTING DRAINAGE MAP
- C3 PROPOSED DRAINAGE MAP
- C4 TYPICAL SECTIONS
- C5 SUMMARY OF PAY ITEMS
- C6 PROJECT CONTROL AND PROJECT LEGEND
- C7-C10 PROJECT LAYOUT AND PROFILE(S)
- C11 PINELAND TRAIL CONNECTION/INTERSECTION
- C12-C14 ROADWAY DRAINAGE AND STORMWATER PLANS
- C15-C17 GENERAL NOTES
- C18-C24 CONTROL STRUCTURE DETAILS AND SECTIONS
- C25-C26 STORMWATER POLLUTION PREVENTION PLAN
- C27-C29 SIGNAGE AND PAVEMENT MARKING PLAN
- C30-C31 PLAN AND CROSS SECTIONS



COMMISSIONERS

MAYOR
BILL PARTINGTON

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

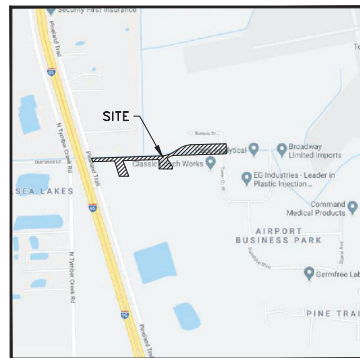
SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER
JOYCE SHANAHAN

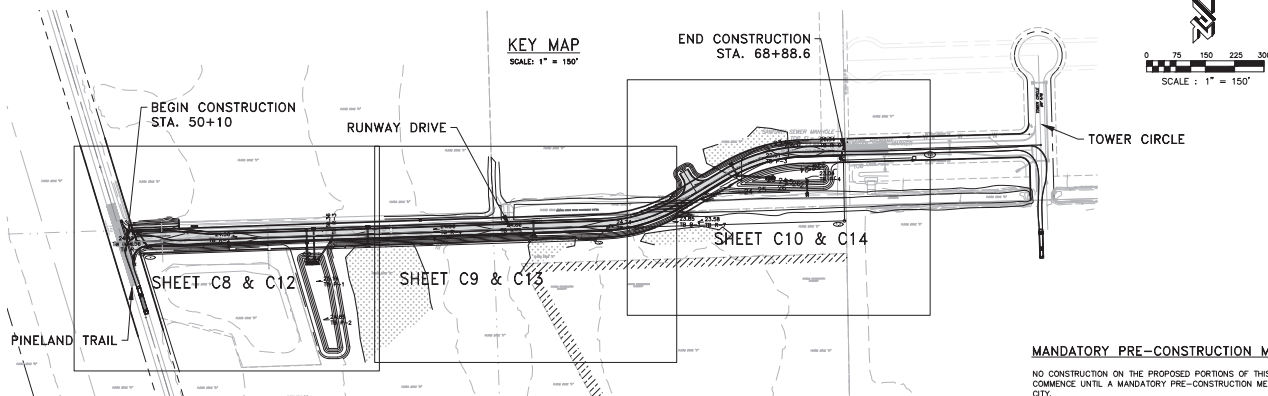
PROJECT STATEMENT OF INTENT

CONSTRUCTION OF APPROXIMATELY 1300 L.F. OF COLLECTOR ROADWAY FROM PINELAND TRAIL EASTWARD TO THE EXISTING ROADWAY SECTION CONNECTING TO TOWER CIRCLE. THIS WILL INCLUDE CONSTRUCTION OF STORM SEWER CONVEYANCE SYSTEMS AND TWO STORM WATER MANAGEMENT FACILITIES.

BID NO. 2023-25



VICINITY MAP
SCALE: 1" = 1000'



MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



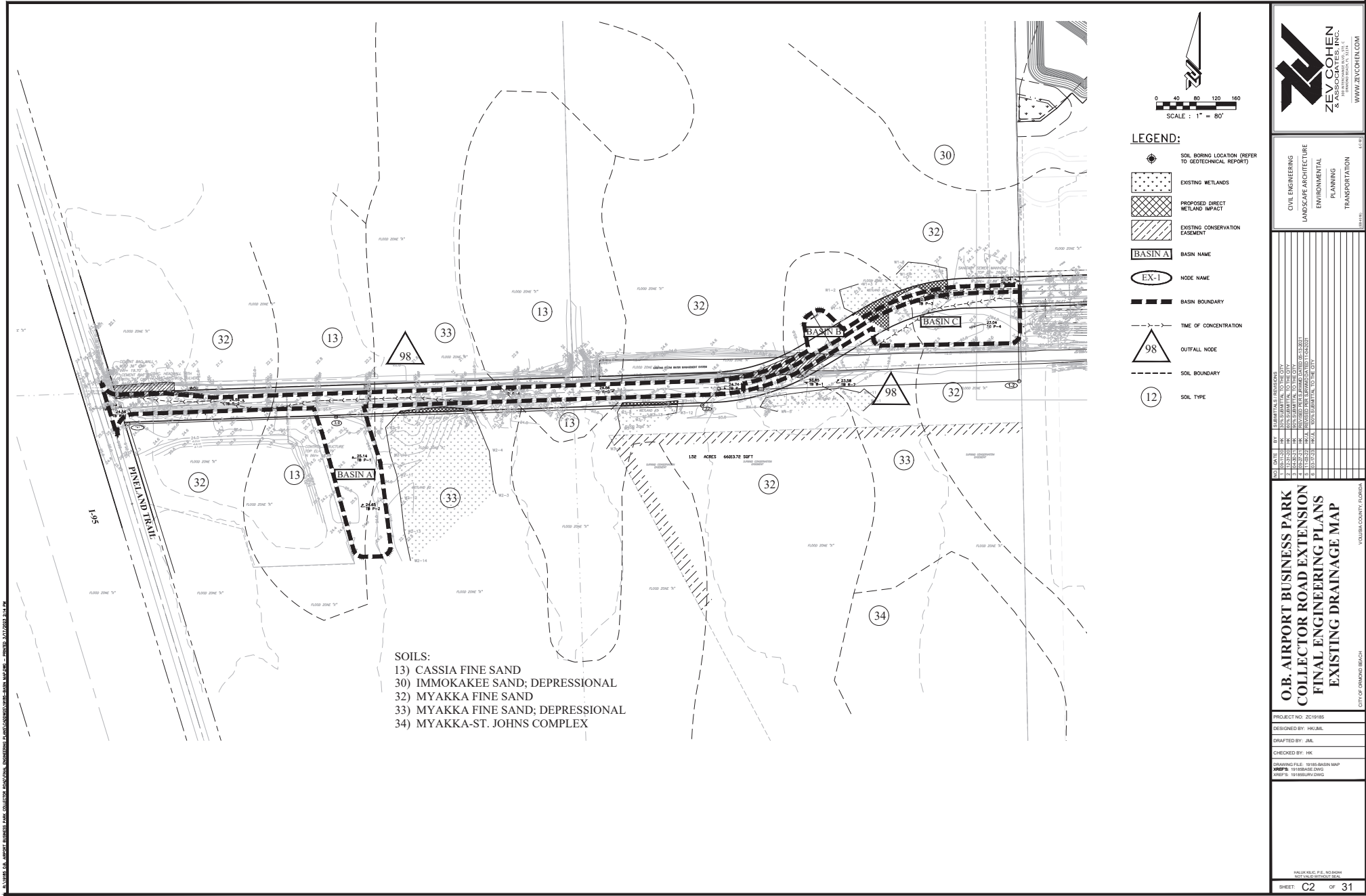
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/15/2023	HK	ISSUED FOR PERMIT
2	12/20/23	HK	FOR SUBMITTAL TO THE CITY
3	12/20/23	HK	FOR SUBMITTAL TO THE CITY
4	02/22/24	HK	FOR SUBMITTAL TO THE CITY
5	03/22/24	HK	FOR SUBMITTAL TO THE CITY
6	03/22/24	HK	FOR SUBMITTAL TO THE CITY
7	03/22/24	HK	FOR SUBMITTAL TO THE CITY
8	03/22/24	HK	FOR SUBMITTAL TO THE CITY
9	03/22/24	HK	FOR SUBMITTAL TO THE CITY
10	03/22/24	HK	FOR SUBMITTAL TO THE CITY

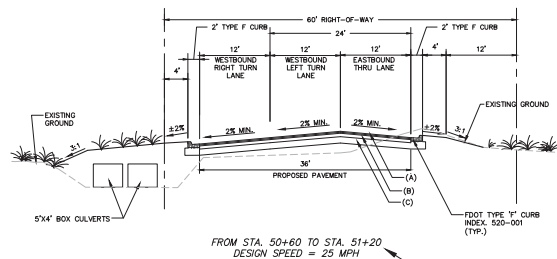
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
KEY SHEET

PROJECT NO: 2023-25
DESIGNED BY: HK/ML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 011018-KEY
WBP'S: XXXXX.DWG
WBP'S: XXXXX.DWG

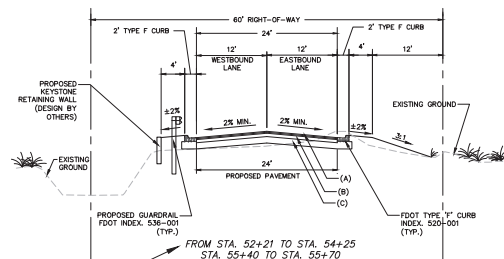
HAZARD P.E. 10/10/10
NOT VALID FOR PRINTING
SHEET C1 OF 31



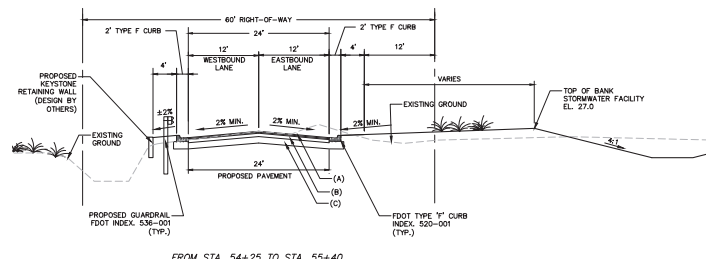
11/16/2019 08:45:00 AM: JEFFREY L. COHEN ARCHITECT, CONSULTING ENGINEER, 11/16/2019 08:45:00 AM: JEFFREY L. COHEN ARCHITECT, CONSULTING ENGINEER, 11/16/2019 08:45:00 AM: JEFFREY L. COHEN ARCHITECT, CONSULTING ENGINEER



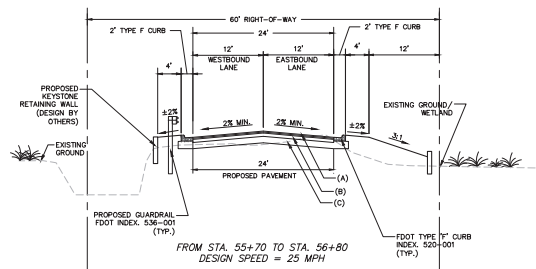
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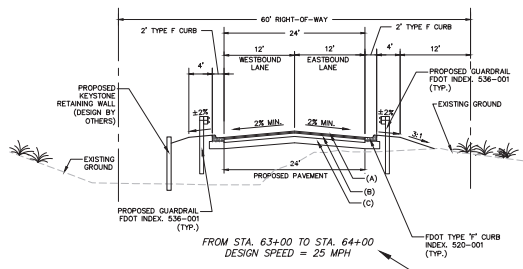
FROM STA. 51+20 TO STA. 52+21
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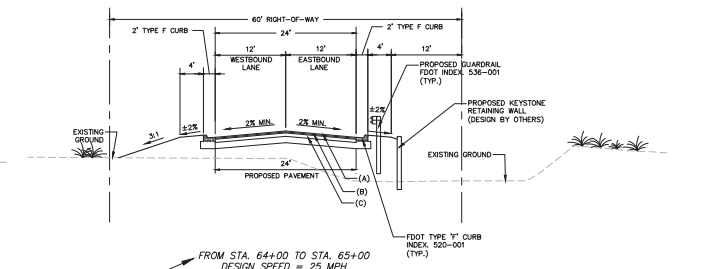
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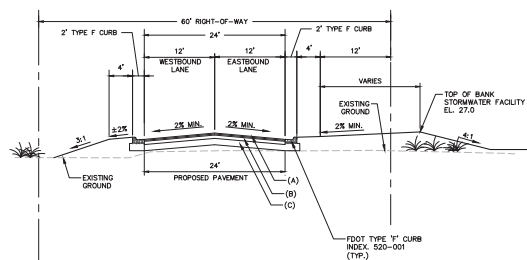
FROM STA. 54+25 TO STA. 55+40
DESIGN SPEED = 25 MPH



FROM STA. 55+40 TO STA. 56+80
DESIGN SPEED = 25 MPH



FROM STA. 56+80 TO STA. 63+00
DESIGN SPEED = 25 MPH

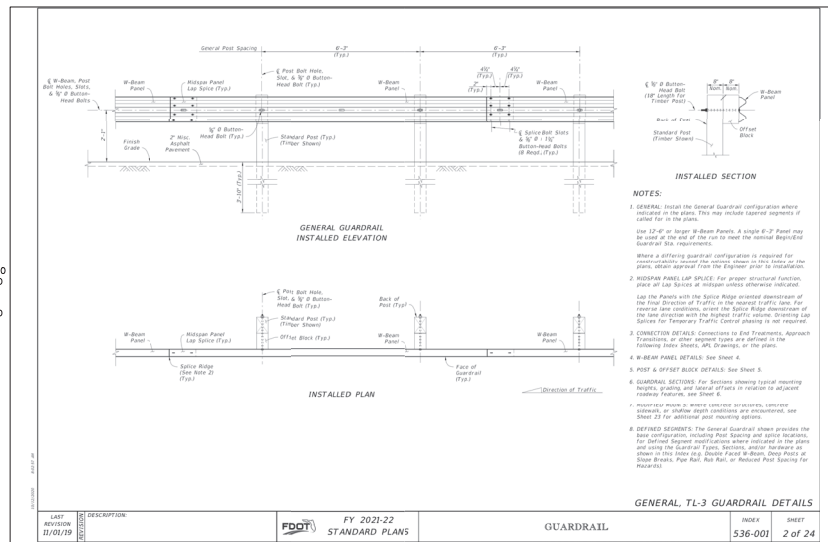


FROM STA. 63+00 TO STA. 64+00
DESIGN SPEED = 25 MPH

NOTE:
A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT
DURING ALL CONSTRUCTION PHASES TO PERFORM ROADWAY COMPACTION
AND DENSITY TESTING AS REQUIRED - SEE ORMOND BEACH INDEX
R-6(A/B).

NEW CONSTRUCTION

- (A) ASPHALT PAVEMENT:
1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM
MARSHALL FIELD STABILITY 1500.
- (B) BASE:
6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180
MODIFIED PROCTOR TEST, OR 6" CRUSHED CONCRETE (LBR 100) COMPACTED TO
98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- (C) SUB BASE:
6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED
PROCTOR TEST WITH MINIMUM LBR 40.



GENERAL GUARDRAIL
INSTALLED ELEVATION

INSTALLED PLAN

NOTES:

- GENERAL: Install the General Guardrail configuration where indicated in the plans. This may include tapered segments if called for in the plans.
- W-BEAM PANEL LAP SPICE: For proper structural function, place all Lap Spices at midspan unless otherwise indicated. Lap the Panels with the Splice Ridge oriented downstream of the Flow Direction of Traffic in the normal traffic lane. For reverse lane conditions, orient the Splice Ridge downstream of the lane direction with the highest traffic volume. Downstream Lap Splices for reverse lanes are shown in the drawings as required.
- CONNECTION DETAILS: Connections in End Treatments, Approach Transitions, at other required points are detailed in the following Index Sheets, APL Drawings, or the plans.
- W-BEAM PANEL DETAILS: See Sheet 4.
- POST & RIFTER BULK DETAILS: See Sheet 5.
- GUARDRAIL SECTIONS: For locations showing typical mounting heights, grading, and lateral offsets in relation to adjacent roadway features, see Sheet 6.
- POST & RIFTER BULK DETAILS: See Sheet 5.
- DEFINITIONS: The General Guardrail shows provide the basic information for the General Guardrail. For detailed design information, including Post Spacing, Splice Ridge, and other details, see the following Index Sheets, APL Drawings, or the plans.

GENERAL, TL-3 GUARDRAIL DETAILS

LAST REVISION	DESCRIPTION	INDEX	FEEDBACK	GUARDRAIL	SHEET
11/01/19	FEEDBACK	INDEX	FEEDBACK	GUARDRAIL	2 of 24



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/01/19	JLC	ISSUED FOR PERMIT
2	11/01/19	JLC	REVISED PER PERMIT
3	11/01/19	JLC	REVISED PER PERMIT
4	11/01/19	JLC	REVISED PER PERMIT
5	11/01/19	JLC	REVISED PER PERMIT
6	11/01/19	JLC	REVISED PER PERMIT
7	11/01/19	JLC	REVISED PER PERMIT
8	11/01/19	JLC	REVISED PER PERMIT
9	11/01/19	JLC	REVISED PER PERMIT
10	11/01/19	JLC	REVISED PER PERMIT

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
TYPICAL SECTIONS

PROJECT NO: 201908
DESIGNED BY: JLC
DRAWN BY: JLC
CHECKED BY: JLC
DATE: 11/01/19

SCALE: 1"=40'-0"
SHEET: 2 OF 24

DATE: 11/01/19
SHEET: 2 OF 24

SHEET C4 OF 31

SUMMARY OF PAY ITEMS

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
101	MOBILIZATION/DEMOLITION	LS	1
102	SURVEY & LAYOUT	LS	1
103	SUBMIT CERTIFIED "AS-BUILT" DRAWINGS	LS	1
104	MAINTENANCE OF TRAFFIC	LS	1
105	CONSTRUCTION ENTRANCE	LS	1
106	EROSION, SEDIMENTATION, AND TURBIDITY CONTROL	LS	1
107	TREE PROTECTION	LS	1
108	CLEARING & GRUBBING	LS	1.0
109	PAVEMENT REMOVAL	SY	18
110	REMOVAL & DISPOSAL OF EXISTING 24" CMP STORM PIPE	LF	35
111	REMOVAL & DISPOSAL OF EXISTING CONCRETE ENDWALL	LS	1
112	REMOVAL & REPLACEMENT OF UNSUITABLE MATERIALS	CY	100
113	REMOVAL & REPLACEMENT OF ROCK MATERIAL	CY	100
114	IMPORT FILL (FILL, SPREAD AND COMPACTED)	CY	9,020
115	FDOT (4' DIA.) SANITARY SEWER MANHOLE	EA	1
116	8" PVC (SDR-26), ASTM D-3034 SANITARY SEWER MAIN	LF	43
117	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EA	1
118	CLASS III REINFORCED CONCRETE PIPE (RCP) - VARIOUS SIZES		
	A. 18" RCP	LF	217
	B. 24" RCP	LF	1,181
	C. 48" RCP	LF	389
119	DOUBLE 5' X 4' CONCRETE BOX CULVERT WITH HEADWALL	LS	1
120	FDOT TYPE "D" INLET WITH STEEL GRATE	EA	6
121	FDOT TYPE P5 INLET	EA	2
122	FDOT TYPE J (4' DIA.) STORM DRAIN JUNCTION BOX	EA	3
123	FDOT TYPE J (6'W X 18'L X 9'D) STORM DRAIN JUNCTION BOX	EA	1
124	RCP MITERED END SECTION - VARIOUS SIZES		
	A. 18" RCP MES	EA	1
	B. 24" RCP MES	EA	3
125	END WALLS - VARIOUS SIZES		
	A. 18" STRAIGHT CONCRETE END WALL	EA	1
	B. 24" STRAIGHT CONCRETE END WALL	EA	2
126	DRAINAGE CONTROL STRUCTURE	EA	2
127	ASPHALTIC CONCRETE PAVEMENT, SURFACE COURSE, SP-9.5 (1 - 1/2")	TONS	465
128	6" LIMEROCK BASE COURSE	SY	5,616
129	6" SUBBASE STABILIZED TO LBR-40 98% ASSHTO	SY	5,616
130	FDOT CURB AND GUTTERS - VARIOUS SIZES		
	A. FDOT TYPE F CURB	LF	3,893
	B. FDOT TYPE F CURB/FLARED END	LF	12
	C. FDOT VALLEY GUTTER	LF	212
131	FDOT GUARDRAIL	LF	1,567
132	KEYSTONE RETAINING WALL	LS	1
133	REMOVE & REPLACE PERMANENT FENCE	LF	60
134	SIGNAGE AND STRIPING	LS	1
135	FDOT TYPE III BARRICADE	EA	1
136	BAHIA SOD	SY	11,152



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/20/20	HK	ISSUED FOR CONSTRUCTION
2	12/20/20	HK	ISSUED FOR CONSTRUCTION
3	12/20/20	HK	ISSUED FOR CONSTRUCTION
4	12/20/20	HK	ISSUED FOR CONSTRUCTION
5	12/20/20	HK	ISSUED FOR CONSTRUCTION
6	12/20/20	HK	ISSUED FOR CONSTRUCTION
7	12/20/20	HK	ISSUED FOR CONSTRUCTION
8	12/20/20	HK	ISSUED FOR CONSTRUCTION
9	12/20/20	HK	ISSUED FOR CONSTRUCTION
10	12/20/20	HK	ISSUED FOR CONSTRUCTION

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
SUMMARY OF PAY ITEMS**

PROJECT NO: 2219185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 22-1918-SCP
WFP'S: XXXXX.DWG
WFP'S: XXXXX.DWG

HAULING PILE: 12-10-18-18M
NOT VALID WITHOUT SEAL

SHEET C5 OF 31

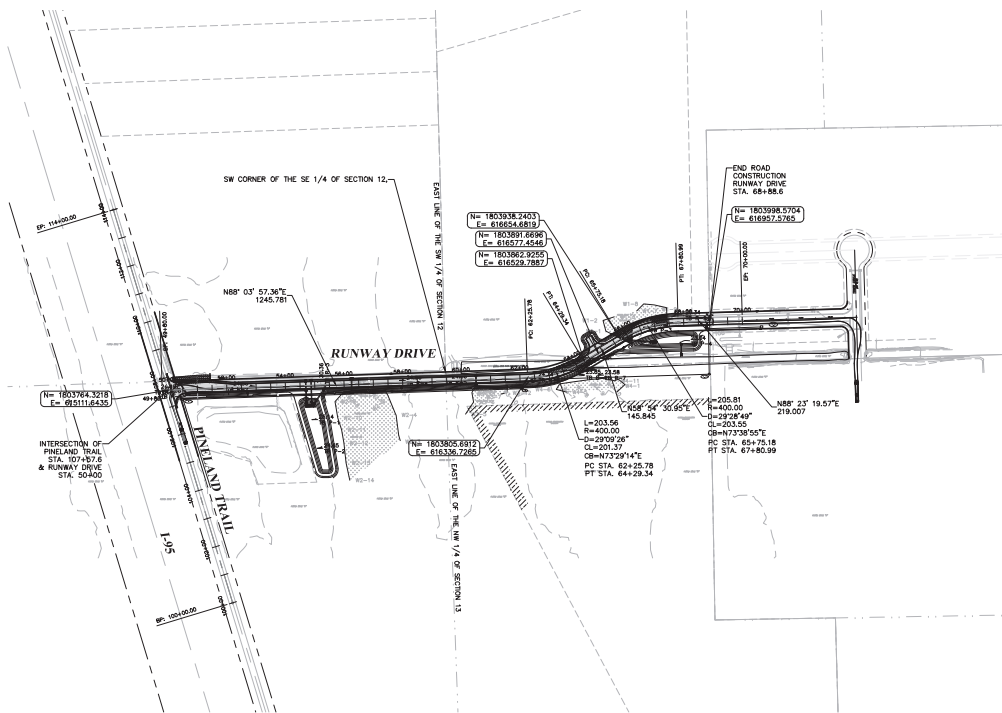
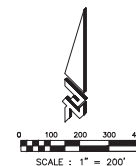
LEGEND

ORB ----- Official Records Book
P.B. ----- Plat Book
Pg(s). ----- Page(s)
SR ----- Set 1/2" Iron Rod LB7768
FP ----- Found Iron Pipe
FR ----- Found Iron Rod
FNL ----- Found Nail
FLW ----- Found Lighter Wood Post
CLF ----- Chain Link Fence
HDP ----- High Density Polyethylene
TFP ----- Transformer
Inv ----- Invert Elevation
Elev ----- Elevation
GTI ----- Grate Top Inlet
Cone ----- Concrete
San ----- Sanitary Sewer Manhole
Storm ----- Storm Drainage Manhole
Tel ----- Telephone Manhole
TSP ----- Traffic Signal Post
TSC ----- Traffic Signal Cabinet
UP ----- Utility Pole
GA ----- Guy Anchor
EP ----- Electric Pedestal
FOP ----- Fiber Optic Pedestal
ETT ----- Electric Transmission Tower
TH ----- Telephone Handhole
FHO ----- Fiber Optic Handhole
ES ----- Electric Switch Box
TJB ----- Telephone Junction Box
WM ----- Water Meter
NWM ----- Nonwater Meter
EM ----- Electric Meter
GM ----- Gas Meter
WGV ----- Water Gate Valve
NWMV ----- Nonwater Gate Valve
GCV ----- Gas Gate Valve
FMCV ----- Force Main Gate Valve
FMRV ----- Force Main Air Release Valve
WS ----- Water Service
SS ----- Sewer Service
FH ----- Fire Hydrant
OL ----- Overhead Utility Lines

L=LENGTH
R=RADIUS
D=DELTA
CL=CHORD DISTANCE
CB=CHORD BEARING

LEGEND:

EXISTING WETLANDS
PROPOSED DIRECT WETLAND IMPACT
PROPOSED STREAM IMPACT
CONSERVATION EASEMENT
PROPOSED ASPHALT PAVEMENT
PROPOSED STORMWATER INLET
PROPOSED STORMWATER MANHOLE
PROPOSED MES



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

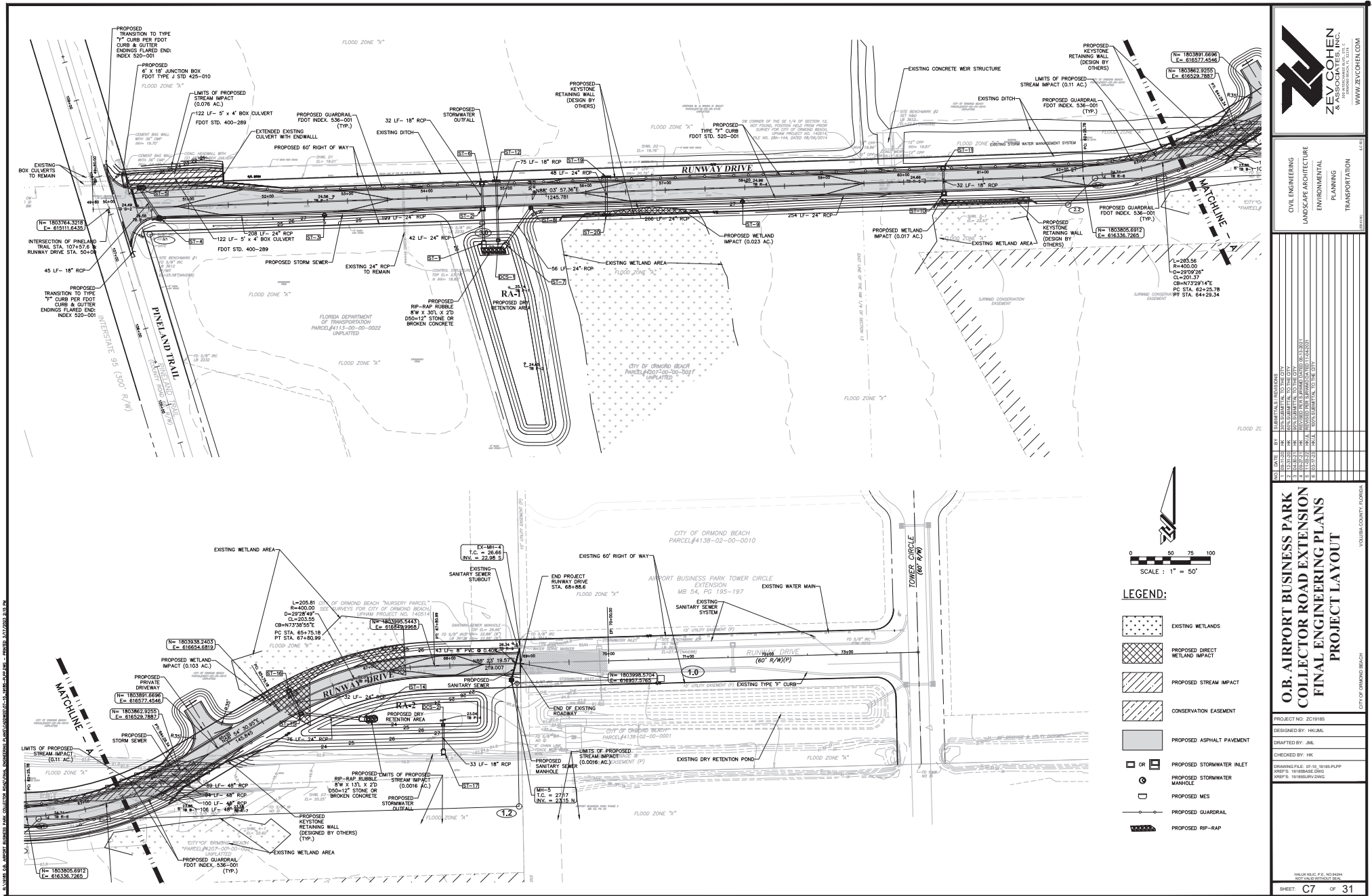
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4	11/11/2011	JK	DESIGN FOR THE CITY
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8	11/11/2011	JK	DESIGN FOR THE CITY
9	11/11/2011	JK	DESIGN FOR THE CITY
10	11/11/2011	JK	DESIGN FOR THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROJECT CONTROL AND
PROJECT LEGEND

PROJECT NO: 2019185
DESIGNED BY: HK/ML
DRAFTED BY: JMK
CHECKED BY: HK
DRAWING FILE: 06 10185-PCP
DATE: 10/18/2011
DATE: 10/18/2011
DATE: 10/18/2011

HAUL BULK P.C. 10/18/2011
NOT VALID WITHOUT SEAL

SHEET C6 OF 31



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/15/2015	HK	FINAL ENGINEERING PLANS
2	12/15/2015	HK	DESIGN DEVELOPMENT
3	12/15/2015	HK	PRELIMINARY DESIGN
4	12/15/2015	HK	CONCEPTUAL DESIGN
5	12/15/2015	HK	SCHEMATIC DESIGN
6	12/15/2015	HK	PRELIMINARY ENGINEERING
7	12/15/2015	HK	FINAL ENGINEERING PLANS

O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS PROJECT LAYOUT

DESIGNED BY: H&M

CHECKED BY: HK

DRAWING FILE: 07-10-10105-PWP

DATE: 12/15/2015

SHEET C7 OF 31

PROJECT NO: 20150105

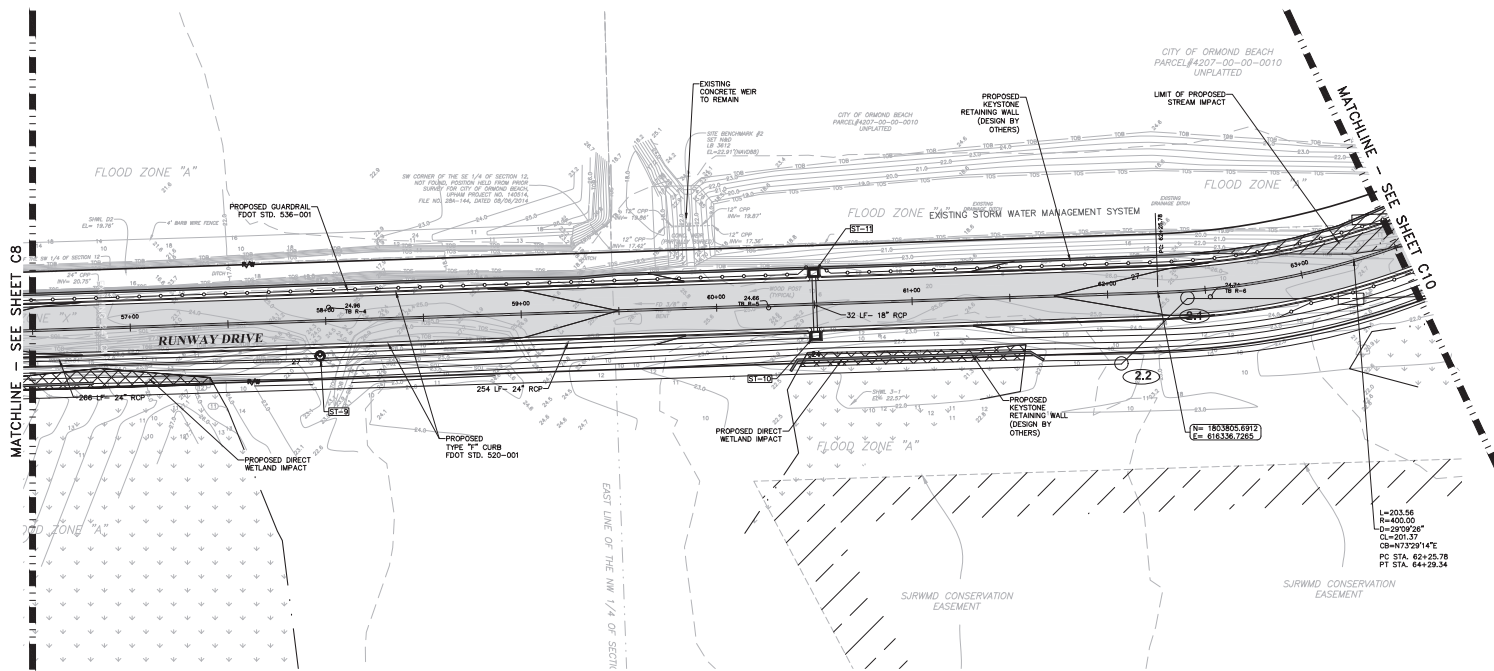
DESIGNED BY: H&M

CHECKED BY: HK

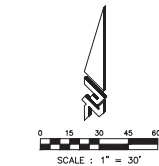
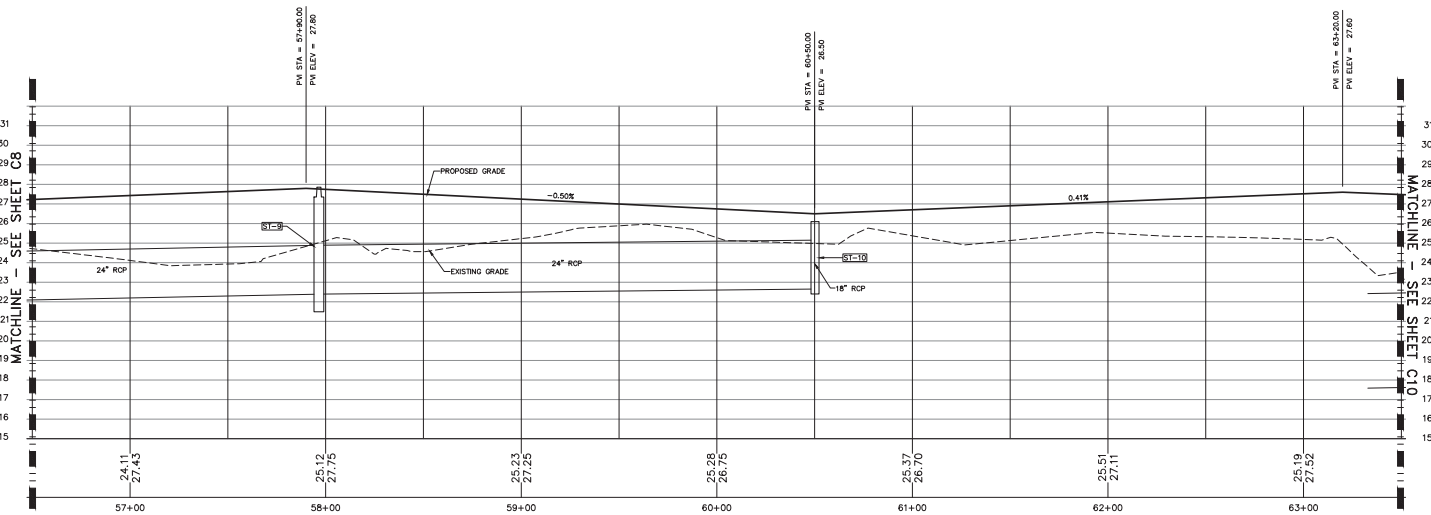
DRAWING FILE: 07-10-10105-PWP

DATE: 12/15/2015

SHEET C7 OF 31



RUNWAY DRIVE PLAN & PROFILE



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GUARDRAIL
- PROPOSED RIP-RAP



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

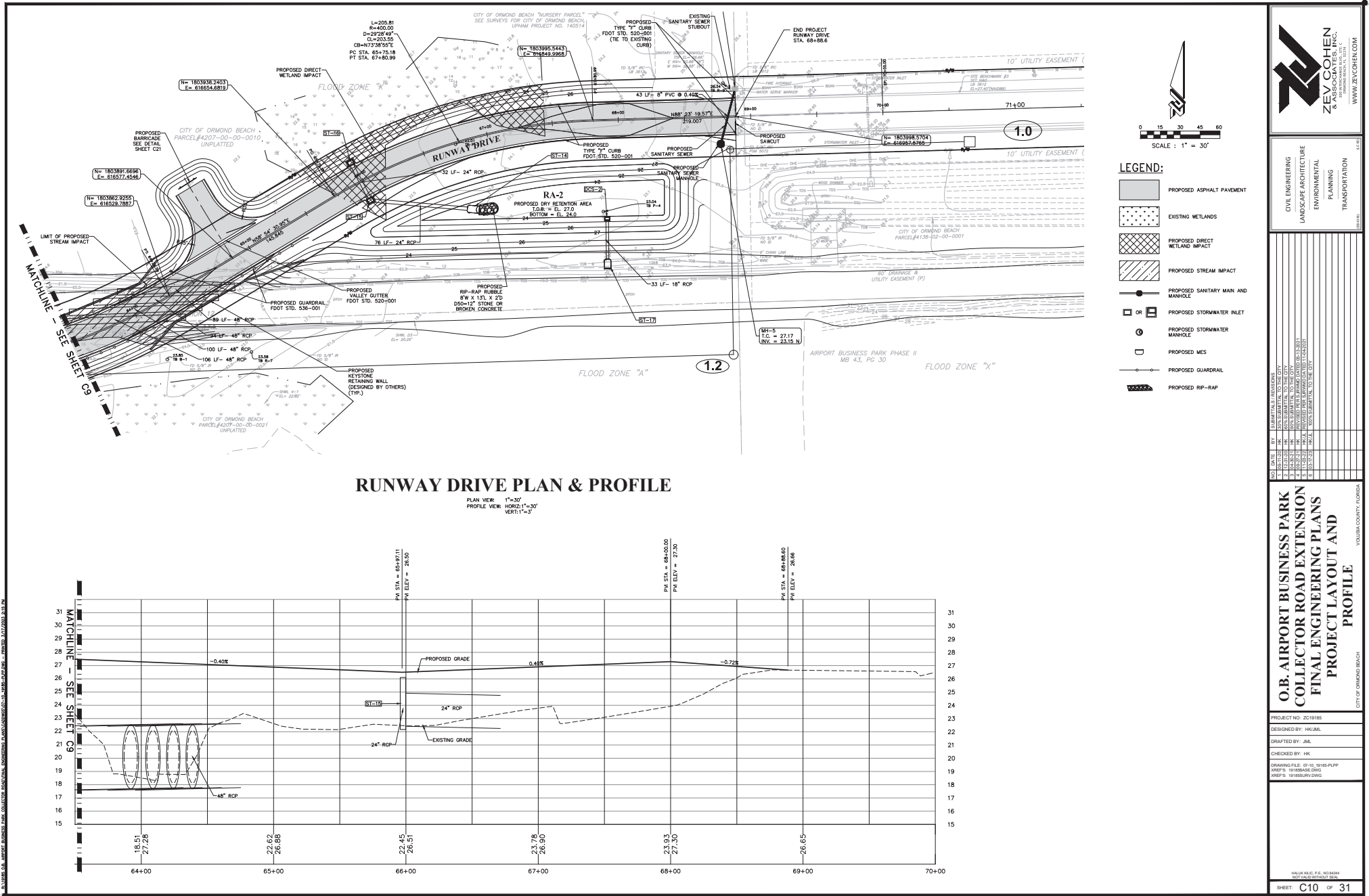
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4	12/22/2018	HK	DESIGN DEVELOPMENT
5	12/22/2018	HK	DESIGN DEVELOPMENT
6	12/22/2018	HK	DESIGN DEVELOPMENT
7	12/22/2018	HK	DESIGN DEVELOPMENT
8	12/22/2018	HK	DESIGN DEVELOPMENT
9	12/22/2018	HK	DESIGN DEVELOPMENT
10	12/22/2018	HK	DESIGN DEVELOPMENT

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROJECT LAYOUT AND
PROFILE

PROJECT NO: 2018085
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK

DRAWING FILE: 07-10_18085-PUMP
APP'D: 10/10/2018
APP'D: 10/10/2018

SHEET C9 OF 31





	PROPOSED ASPHALT PAVEMENT
	PROPOSED STREAM IMPACT
 OR 	PROPOSED STORMWATER INLET
	PROPOSED STORMWATER MANHOLE
	PROPOSED MES
	PROPOSED YARD DRAIN
	PROPOSED GRADE
	PROPOSED MATCH EXISTING GRADE LABEL
E.G.	EXISTING GRADE LABEL

- NOTES:
1. SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
 2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.



**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., STE. C
SHARON, MA 01918
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

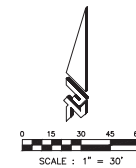
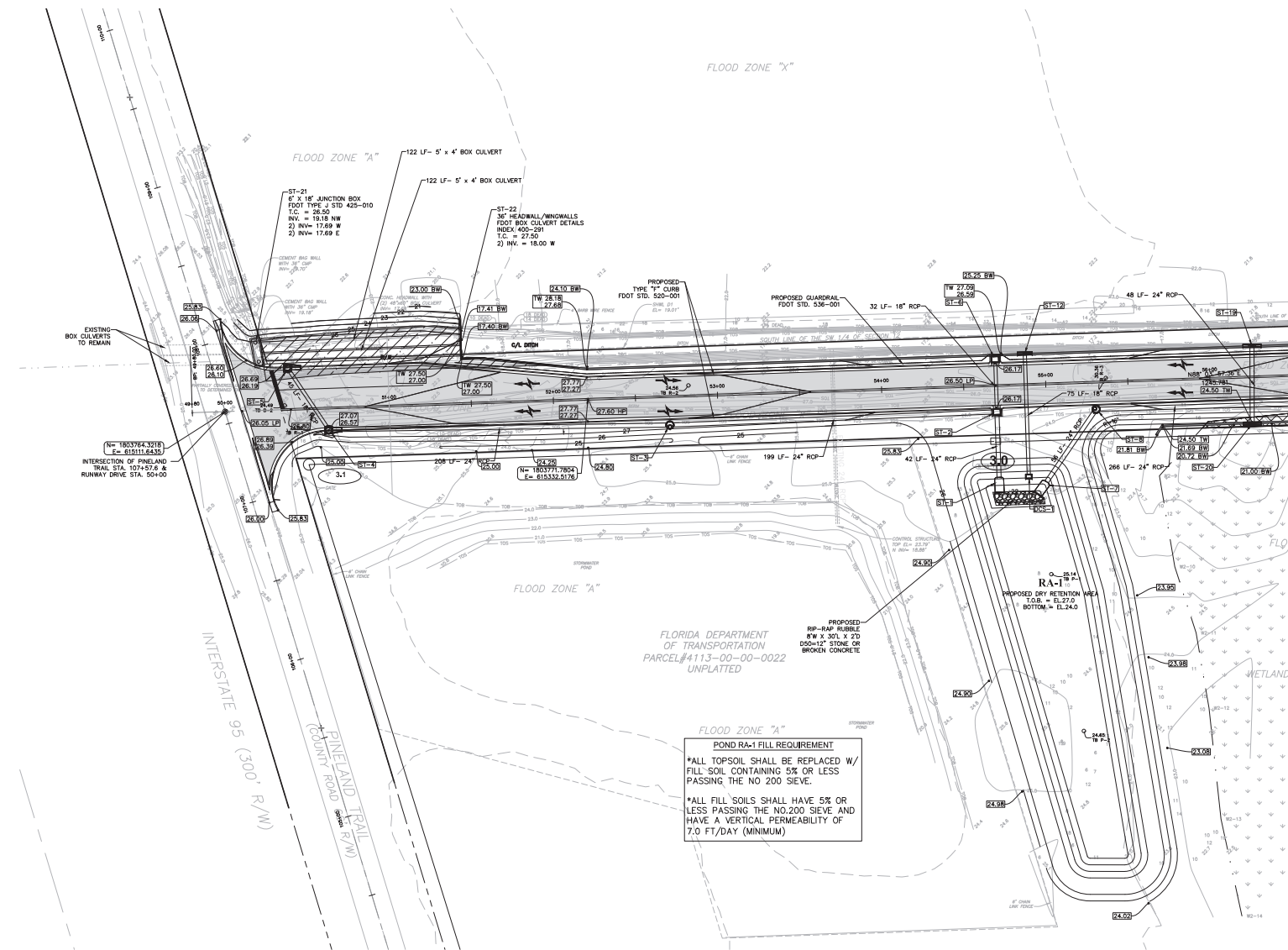
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**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PINELAND TRAIL
CONNECTION-INTERSECTION**

PROJECT NO: ZC19185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 11_19185-PTCI XREF'S: 19185BASE.DWG XREF'S: 19185SURV.DWG

HALUK KILIÇ, P.E., NO. 84264

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LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED GUARDRAIL
- PROPOSED RIP-RAP

- NOTES:**
1. SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
 2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.

MATCHLINE - SEE SHEET C13

FLORIDA DEPARTMENT
OF TRANSPORTATION
PARCEL#4113-00-00-0022
UNPLATTED

FLOOD ZONE "A"
POND RA-1 FILL REQUIREMENT
*ALL TOPSOIL SHALL BE REPLACED W/
FILL SOIL CONTAINING 5% OR LESS
PASSING THE NO.200 SIEVE.
*ALL FILL SOILS SHALL HAVE 5% OR
LESS PASSING THE NO.200 SIEVE AND
HAVE A VERTICAL PERMEABILITY OF
7.0 FT/DAY (MINIMUM)

ZEV COHEN
& ASSOCIATES, P.A.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROJECT NO. 2019185
DESIGNED BY: HJH/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: C13-1, 19185-RSDP
DATE: 10/18/2019
XREF: 10/18/2019

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN**

CITY OF DUNEDIN, FLORIDA
DUNEDIN, FLORIDA

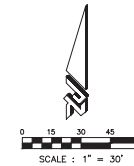
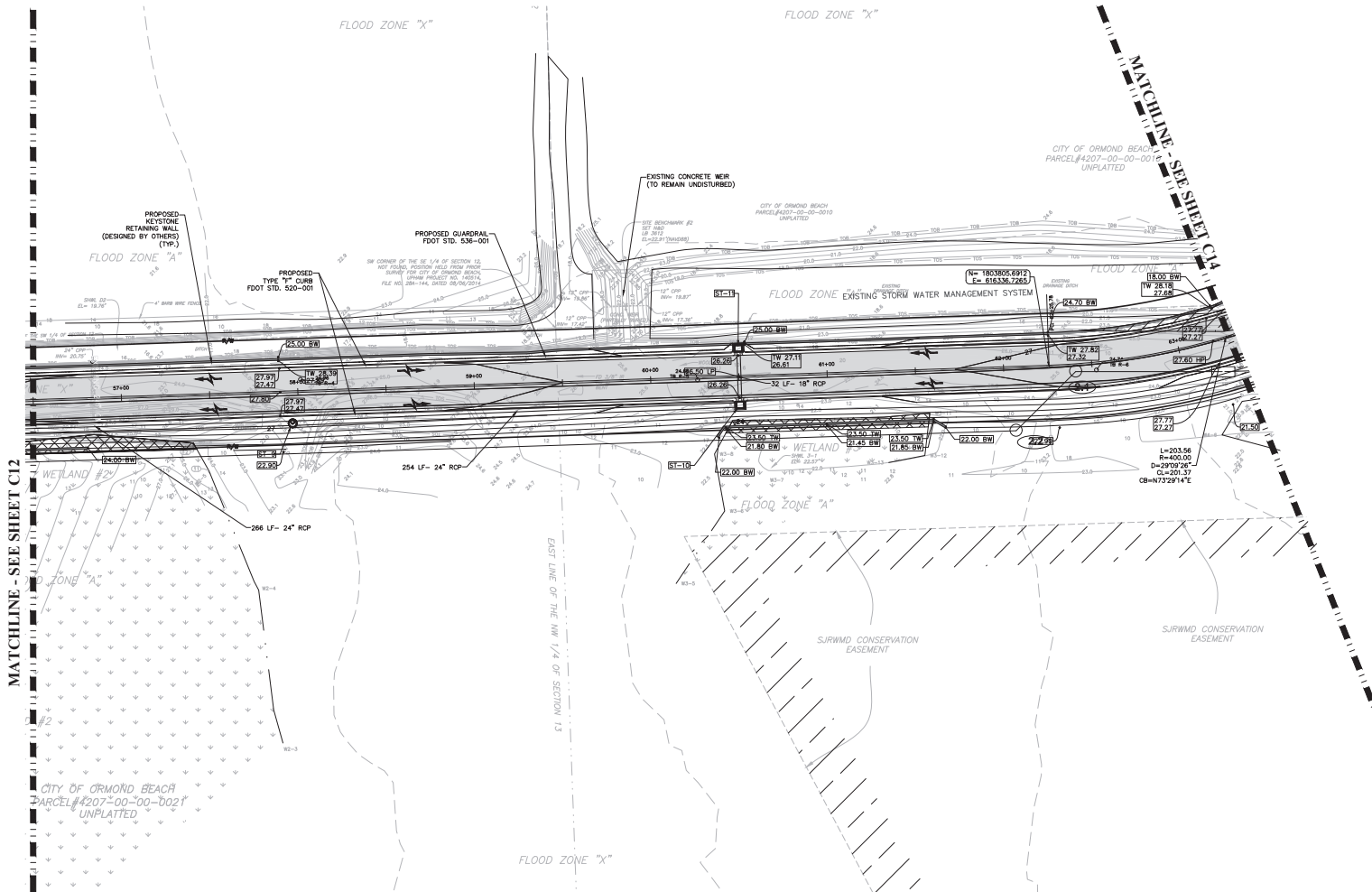
DATE: 10/18/2019
BY: HJH/JML
CHECKED BY: HK
DATE: 10/18/2019
BY: HJH/JML
CHECKED BY: HK
DATE: 10/18/2019
BY: HJH/JML
CHECKED BY: HK

SCALE: 1" = 30'

PROJECT NO. 2019185
DESIGNED BY: HJH/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: C13-1, 19185-RSDP
DATE: 10/18/2019
XREF: 10/18/2019

SCALE: 1" = 30'

SHEET C12 OF 3110/18/2019



LEGEND:

- EXISTING CONSERVATION EASEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION
- PROPOSED GUARDRAIL

NOTES:
1. SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

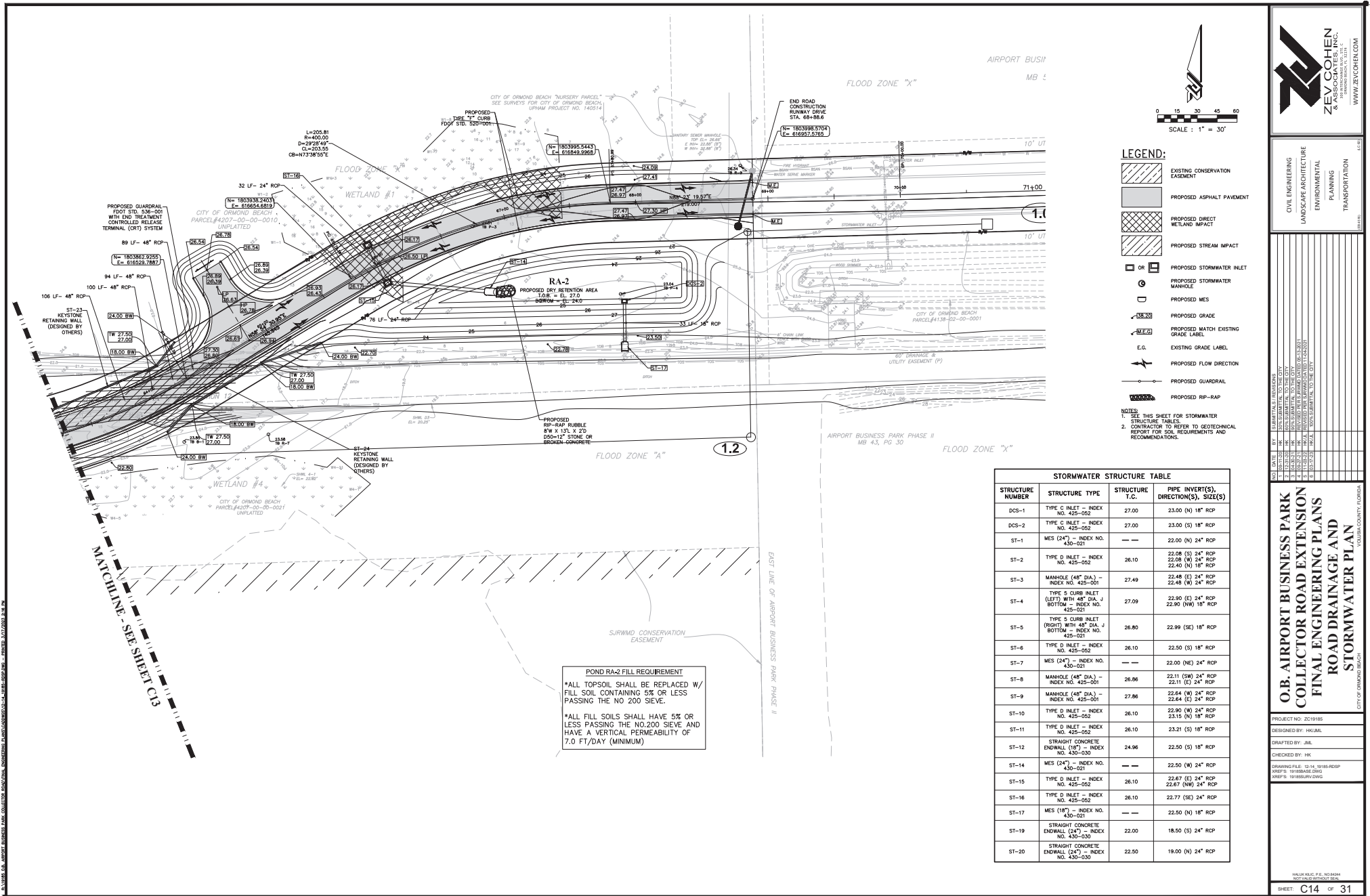
NO.	DATE	BY	DESCRIPTION
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5	12/15/2015	HK	FOR SUBMITTAL TO THE CITY
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7	12/15/2015	HK	FOR SUBMITTAL TO THE CITY
8	12/15/2015	HK	FOR SUBMITTAL TO THE CITY
9	12/15/2015	HK	FOR SUBMITTAL TO THE CITY
10	12/15/2015	HK	FOR SUBMITTAL TO THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN

PROJECT NO: 201505
DESIGNED BY: HK/ML
DRAWN BY: JLM
CHECKED BY: HK

DRAWING FILE: 13-14_10155-RDOP
DATE: 11/15/2015
XREF: 11/15/2015

SHEET C13 OF 31



LEGEND:

- EXISTING CONSERVATION EASEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION
- PROPOSED GUARDRAIL
- PROPOSED RIP-RAP

- NOTES:
- SEE THIS SHEET FOR STORMWATER STRUCTURE TABLES.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.

STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	TYPE C INLET - INDEX NO. 425-052	27.00	23.00 (N) 18" RCP
DCS-2	TYPE C INLET - INDEX NO. 425-052	27.00	23.00 (S) 18" RCP
ST-1	MES (24") - INDEX NO. 430-021	---	22.00 (N) 24" RCP
ST-2	TYPE D INLET - INDEX NO. 425-052	26.10	22.08 (S) 24" RCP 22.08 (W) 24" RCP 22.40 (N) 18" RCP
ST-3	MANHOLE (48" DIA.) - INDEX NO. 425-001	27.49	22.48 (E) 24" RCP 22.48 (W) 24" RCP
ST-4	TYPE S CURB INLET (LEFT) WITH 48" DIA. J BOTTOM - INDEX NO. 425-021	27.09	22.90 (E) 24" RCP 22.90 (NW) 18" RCP
ST-5	TYPE S CURB INLET (RIGHT) WITH 48" DIA. J BOTTOM - INDEX NO. 425-021	26.80	22.99 (SE) 18" RCP
ST-6	TYPE D INLET - INDEX NO. 425-052	26.10	22.50 (S) 18" RCP
ST-7	MES (24") - INDEX NO. 430-021	---	22.00 (NE) 24" RCP
ST-8	MANHOLE (48" DIA.) - INDEX NO. 425-001	26.86	22.11 (SW) 24" RCP 22.11 (E) 24" RCP
ST-9	MANHOLE (48" DIA.) - INDEX NO. 425-001	27.86	22.64 (W) 24" RCP 22.64 (S) 24" RCP
ST-10	TYPE D INLET - INDEX NO. 425-052	26.10	22.90 (W) 24" RCP 23.15 (N) 18" RCP
ST-11	TYPE D INLET - INDEX NO. 425-052	26.10	23.21 (S) 18" RCP
ST-12	STRAIGHT CONCRETE ENDWALL (18") - INDEX NO. 430-030	24.96	22.50 (S) 18" RCP
ST-14	MES (24") - INDEX NO. 430-021	---	22.50 (W) 24" RCP
ST-15	TYPE D INLET - INDEX NO. 425-052	26.10	22.67 (E) 24" RCP 22.67 (NW) 24" RCP
ST-16	TYPE D INLET - INDEX NO. 425-052	26.10	22.77 (SE) 24" RCP
ST-17	MES (18") - INDEX NO. 430-021	---	22.50 (N) 18" RCP
ST-19	STRAIGHT CONCRETE ENDWALL (24") - INDEX NO. 430-030	22.00	18.50 (S) 24" RCP
ST-20	STRAIGHT CONCRETE ENDWALL (24") - INDEX NO. 430-030	22.50	19.00 (N) 24" RCP

POND RA-2 FILL REQUIREMENT

- *ALL TOPSOIL SHALL BE REPLACED W/ FILL SOIL CONTAINING 5% OR LESS PASSING THE NO. 200 SIEVE.
- *ALL FILL SOILS SHALL HAVE 5% OR LESS PASSING THE NO. 200 SIEVE AND HAVE A VERTICAL PERMEABILITY OF 7.0 FT/DAY (MINIMUM)



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
2	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
3	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
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9	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
10	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN

PROJECT NO. 20110185
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK

DRAWING FILE: 12-14_10185-RDPP
DATE: 12/12/2011
DRAWN BY: JML
CHECKED BY: HK

SHEET C14 OF 31

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORLANDO BEACH LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD SPECIFICATIONS, LATEST EDITIONS.
- ALL DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
- SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVISED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
- CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
- THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
- SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
- ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORLANDO BEACH PRIOR TO PERFORMING THE WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE "AS-BUILT" SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICLE AND PEDESTRIAN TRAFFIC SAFETY THROUGHOUT THE WORK ZONE AT ALL TIMES. IF APPLICABLE, ANY SIDEWALK OR ROAD CLOSURES SHALL REQUIRE REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF ORLANDO BEACH/FLORIDA COUNTY DEPARTMENTS (386-239-4535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
- THE CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
- SURVEY INFORMATION PROVIDED BY UPFIRM, INC. DATED 07-16-2020. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
- ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL NOTIFY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO RELOCATE, RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FOLDED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PRIOR PERMITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT AND U.S.A. (UNDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE METHODS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NDES PERMITS, INSPECTION AND REPORTING, IF APPLICABLE.
- ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE I SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL BE COMPLETED PRIOR TO ANY CONSTRUCTION. THE LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
- THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS. ADDITIONAL AGENCY PERMITS MAY BE REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES. SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRAPPING TRUCKS OR OTHER DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF EROSION CONTROL MEASURES DO NOT PROVIDE SATISFACTORY WORK, SILT FENCE SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES.
- ALL EROSION AND SEDIMENT TRAPPING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE OPERATION OF ORLANDO BEACH, THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
- IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, Dewatering shall be performed as needed. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND MAINTENANCE OF Dewatering SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
- ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
- ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
- ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
- THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
- THE TOP OF CASTING ELEVATIONS (TIC) OF ALL DRAINAGE STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
- CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TIC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY.
- CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD.
- ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
- ALL STORMWATER PIPES AND INLETS SHALL BE CLEARED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

GENERAL NOTES

- SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND BEYOND THE STANDARD PORTION OF THE ROADWAY. VERIFICATION CALLS WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
- DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
- ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- NONE OF THE EXISTING UNDERBANK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW UNDERBANK BASE UNLESS OTHERWISE NOTED ON PLANS.
- EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
- ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
- SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
- ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SLOPES FOR VEGETATION CONTROL, AND MONTHLY INSPECTION/CLEANING OF CURBETS & STORM SYSTEMS.
- ALL DISTURBED AREAS SHALL BE SOOLED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOO/VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
- INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS SHALL BE THE PRIME OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE SUBMITTAL OF THE CERTIFICATE OF COMPLETION.
- CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING.
- THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTION NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS (LDC & PUBLIC WORKS DEPARTMENT OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), OR CITY OF ORLANDO BEACH UTILITY, WHICHEVER IS MORE RESTRICTIVE.
- PAVEMENT STRIPING AND SIGNAGE TO BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING A COORDINATING THE RELOCATION (IF REQUIRED) OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
- WHERE MUCH OR OTHER ORGANIC MATERIAL IS REMOVED, IT SHALL BE REPLACED BY GOOD QUALITY INORGANIC MATERIAL, OBTAINED FROM THE GRADING OPERATIONS OR OTHER SOURCE APPROVED BY THE OWNER'S REPRESENTATIVE. THE ORGANIC MATERIAL SHALL BE USED IN THE TOP DRESSING WHEN MIXED WITH CLEAN BACKFILL SOIL, AND APPROVED BY THE OWNER AND ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL ZONING DISTRICT REGULATIONS AND/OR EXISTING EASEMENTS BEFORE BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER, ANY EXTRA WORK REQUESTED BY ANY REGULATORY AGENCY THAT IS NOT SHOWN ON THE PLANS. THIS EXTRA WORK MUST BE APPROVED BY THE ENGINEER AND THE OWNER BEFORE THE CONTRACTOR PROCEEDS WITH THE EXTRA WORK.
- PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL PERFORM SITE CLEAN-UP OPERATION FOR REMOVAL AND DISPOSAL OF ALL TRASH, DEBRIS, EXISTING PIPES, EXCESS MATERIAL AND EQUIPMENT OFFSITE.
- THE CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY TO OWNER AS REQUIRED BY ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SRWMD), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CITY OF ORLANDO BEACH UTILITIES, AND ENGINEER. THE "AS-BUILT" SURVEY SHALL BE CERTIFIED BY PROFESSIONAL LAND SURVEYOR, ENGINEER TO PROVIDE ENGINEER CERTIFICATION TO CITY WITH AS-BUILT PLANS.
- ALL ON-SITE UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL DISTURBED AREAS WITHIN CITY/COUNTY RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL GRADE, QUANTITY AND SOO WITH BAHIA SAND.
- ALL MATERIALS SHALL CONFORM W/ FLA. GEOTECH. CODE AND CITY OF ORLANDO BEACH UTILITY STANDARDS, WHICHEVER IS MORE RESTRICTIVE.
- SEE SHEET C-20 FOR SPECIFIC AS-BUILT REQUIREMENTS FOR DIRECTIONAL DRILL PROCESS.

FOOT NOTES

- MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
- THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LAND CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY.
- ALL WORK PERFORMED WITHIN THE FOOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FOOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
- IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY FROM THE APPROVED PLANS, THE PERMITTEE SHALL PROVIDE AS-BUILT PLANS, ALONG WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
- TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FOOT UPON REQUEST.
- ALL CORNERS TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH A CONCRETE THAT IS FREE OF CRACKS, DEFECTS, IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS.
- ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
- ALL MATERIALS INSTALLED WITHIN FOOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.



IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

- PAVEMENT AND CURB DETAILS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS, STREET CENTRIES, AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTRELINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTRIES ON "AS-BUILT" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
- STORM DRAINAGE PIPES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
- STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
- STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKE, CANALS, ETC. THAT ARE DEMAND APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOP OF SLOPE ALL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY RE-PRODUCE THESE FEATURES TO THE FOOTRIGHT CENTRELINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED.
- STORM DRAINAGE PIPE CENTRELINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
- ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH ARE NOT PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
- ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW MUR STRUCTURES AND SHEDDALS, TO BE NOTED ON THE "AS-BUILT" DRAWINGS.

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

- SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTRELINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
- SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.



STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR "AS-BUILT" DRAWINGS



INDEX
M-1A
MAY 2020

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

- THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF THE PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL, BEST MANAGEMENT PRACTICES, FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A STOP WORK ORDER.
- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATURAL TREES OR AT THE EDGE OF THE NATIVE UPRIDE - STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIES AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS, MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARRED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC ICE BARS, WALLS, 6"/8" OR HIGHER BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY LOCATIONS WHERE THERE IS A CHANGE IN GRADE. THESE FENCES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE ABOVEMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES DURING ACTUAL SITE VISITS DETERMINED DURING ACTUAL SITE VISITS AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS SEED SHALL BE DISPERSED WITHIN TWO WEEKS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE, WITHIN SEVEN (7) DAYS OF DRAINAGE OR INACTIVE DRAINAGE. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOO, AS REQUIRED, ANY PROJECT THAT IS ACTIVE FOR A PERIOD OF 90 DAYS OR MORE. THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF ORLANDO BEACH.
- ONCE AN AREA IS SEED OR SOOED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE AREA UNTIL THE CONTRACTOR IS TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
- ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.



STANDARD CONSTRUCTION DETAIL CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES



INDEX
M-16A
MAY 2020

- SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONS AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
- LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTRELINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION NOTICED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED. SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
- CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
- WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
- WATER VALVES, TESTS, ALL SERVICES, BLOW - OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY MEASURING FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS:

- FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
- WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REPAIRS, REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF CAD EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED IN A SEPARATE FILE, INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF SHOWNOWN COVENANTS AND RESTRICTIONS.
- NUMBER OF SETS OF SHOWNOWN DRAWINGS: 3 SETS WITH REQUEST FOR FINAL INSPECTION, 3 SETS WITH REQUEST FOR FINAL INSPECTION, 3 SETS WITH REQUEST FOR FINAL INSPECTION, 3 SETS WITH REQUEST FOR FINAL INSPECTION. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL PROVIDE AS-BUILT TO THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES. SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRAPPING TRUCKS OR OTHER DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF EROSION CONTROL MEASURES DO NOT PROVIDE SATISFACTORY WORK, SILT FENCE SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES.
- INSTEAD OF VERTICAL DATUM REFERENCE ON ALL SHEETS.
- CAD FILE OF "AS-BUILT" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION, (FLORIDA EAST, NAD83).
- ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. THE DESIGNER, UNLESS, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES THE "AS-BUILT" INFORMATION FROM THE ORIGINAL DESIGN.
- ALL "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, LOCATION, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.



STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS BUILT DRAWINGS



INDEX
M-1B
MAY 2020

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

- THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING AREAS IS TO BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. ALL AREAS ON THESE AREAS, THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OTHER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, DOCKED AREAS, AND WHERE THESE ARE TO BE INSTALLED OR REMOVED PRIOR TO CONSTRUCTION.
- A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
- FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (90% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-150).
- DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
- IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-150 MODIFIED PROCTOR METHOD.
- STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS MUST BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT. STOCKPILE AREAS IS TO BE SURROUNDED BY SILT FENCE FROM THE INITIAL LIFT.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION, THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW FULL COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT REQUIRE STOCKPILING. STOCKPILING METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS, OR PLUMBING UNITS CONNECTED TO EXISTING WATER CANNONS. TEMPORARY IRRIGATION SYSTEMS MOUNTED ABOVE STOCKPILE AREAS, AND OTHER METHODS AS DEEMED APPROPRIATE BY THE CITY OF ORLANDO BEACH.
- ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
- ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.0 AND 7.5, BE ORGANIC FREE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
- OWNED SHALL FILE A NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITY WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS REQUIRED BY DEP. CONSTRUCTION SHALL BE REQUIRED TO COMPLY WITH ALL PROVISIONS OF THE GENERIC PERMIT INCLUDING BUT NOT LIMITED TO:
 - PROVIDE SUCH EROSION AND SEDIMENT CONTROL MEASURES AS MAY BE NECESSARY TO PREVENT DISCHARGE OF POLLUTANTS FROM THE SITE FROM THE START OF CONSTRUCTION UNTIL THE FINAL GROUND COVER HAS BEEN ESTABLISHED.
 - EMPLOY A CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES.
 - EMPLOY A CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24 HOURS OF EVERY RAINFALL EVENT.
 - MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 - ADD EROSION AND SEDIMENT CONTROL MEASURES AS SITE CONDITIONS CHANGE.



STANDARD CONSTRUCTION DETAIL CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES



INDEX
M-16B
MAY 2020



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

DATE	DESCRIPTION
11/1/2019	ISSUED FOR PERMITTING
11/1/2019	ISSUED FOR PERMITTING
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11/1/2019	ISSUED FOR PERMITTING

O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS GENERAL NOTES

PROJECT NO: 201908
DESIGNED BY: HJML
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\\VOLUME 03 - AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION - CONSTRUCTION MANAGEMENT - 15-17-19185-001 - 15-17-19185-001 - 15-17-19185-001

GENERAL NOTES	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.	
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.	
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.	
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.	
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.	
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.	
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.	
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.	
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.	
10. CONSTRUCTION SITES THAT DISTURB AREAS OF SHORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.	
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES	
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.	
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.	
 STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020

CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.	
2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.	
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.	
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.	
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.	
6. BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.	
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.	
8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT (AASHTO-T180) IN UNPAVED AREAS.	
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.	
10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS.	
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.	
12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.	
 STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1A MAY 2020

13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.	
14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.	
15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:	
PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400
16. ALL SWALES, DITCHES, AND DRY DETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (H:V) AND SHALL BE SODDED.	
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.	
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.	
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.	
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.	
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.	
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.	
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.	
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.	
25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.	
 STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1B MAY 2020

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.	
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.	
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.	
29. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.	
30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNLED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.	
31. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER TO TELETYPE ANY AND ALL STORM SEWER PIPE SYSTEMS IN THE PRESENCE OF THE CITY INSPECTOR BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE DVD SHALL BE IN HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE DVD SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. COPIES OF DVD SHALL BE SUBMITTED IN DVD FORMAT ACCOMPANIED BY WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY.	
32. IN ACCORDANCE WITH SECTION 3-58(F) ALL WET DETENTION PONDS SHALL INCLUDE AN AERATION FOUNTAIN TO ENSURE PROPER WATER QUALITY, ENHANCE MAINTENANCE, AND IMPROVE AESTHETICS. PONDS SHALL BE DESIGNED TO APPEAR NATURAL AND NON-GEOMETRIC.	
 STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1C MAY 2020

ROADWAY CONSTRUCTION NOTES	
1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.	
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:	
SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% - 1.0%	SEEDING AND MULCHING
1.0% - 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING
3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.	
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. #	
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.	
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.	
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.	
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.	
9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTION TO (98%)	
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.	
11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.	
 STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.	
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.	
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.	
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.	
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.	
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.	
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.	
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.	
20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.	
21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.	
22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.	
23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.	
24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.	
 STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020

25. THREE (3) CONCRETE CULVERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.	
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER WAY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.	
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL, COUNTY, COUNTY ROADS AND STATE HIGHWAYS.	
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.	
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.	
30. STANDARD TURNING RADI FOR INTERSECTIONS:	
2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	60'
31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.	
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.	
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.	
34. UTILITY DEPTH:	
- HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.	
- LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.	
- HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.	
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PRODUCT NAME AND PHASE.	
 STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020

UTILITY CONTACTS:	
CITY OF ORMOND BEACH PUBLIC WORKS DEPARTMENT	
21 S. BEACH STREET, SUITE 104 ORMOND BEACH, FLORIDA 32114 CONTACT: SHAWN FINLEY, P.E. PHONE: 386-676-2363 EMAIL: SHAWN.FINLEY@ORMONDBEACH.ORG	
ASAC	
268 N. RODGWOOD AVE., FLOOR 2 DAYTONA BEACH, FLORIDA 32114 CONTACT: KERRY SPICER PHONE: 386-257-7932 EMAIL: KES@KSNAT.COM	
ISCO	
600 W. ROBINSON STREET ORLANDO, FLORIDA 32801 CONTACT: BRUCE STROT PHONE: 407-420-2578 EMAIL: BRUCE@WETECENERGY.COM	
VOLusia COUNTY	
123 WEST RIDGEMAN AVENUE DAYTONA BEACH, FLORIDA 32119 CONTACT: KIM SECORD PHONE: 386-736-5967 (EXT. 12280) CELL: 386-561-7040 EMAIL: KSECORD@VOLUSIAFL.US	
SPECTRUM	
2323 NORTH STATE STREET, UNIT 2 BUNELL, FLORIDA 32110 CONTACT: RICHARD STRADER PHONE: 386-812-8931 EMAIL: RICHARD.STRADER@BUNELL-OR.COM	
FLORIDA POWER & LIGHT	
3000 SPRUCE CREEK ROAD PORT ORANGE, FLORIDA 32129 CONTACT: JONNE WILSON PHONE: 386-386-6424 EMAIL: J.WILSON@FPL.COM	
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O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
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GENERAL NOTES

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36. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
37. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
38. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
39. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
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45. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
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47. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
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49. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
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68. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS
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100. IN USE: O.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS

ROADWAY COMPACTION AND DENSITY TESTING REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
ROADWAY SUBBASE (SECTION OF SURFACE DOWN 1 FOOT)	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	FLORES BEARING VALUE (FBV)	ONE (1) TEST/300 LF	FBV = 75	
STABILIZED SUBBASE	UNIFORM BEARING RATIO (UBR)	ONE (1) TEST/SOIL TYPE	LBR = 40	
UNIFORM BASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
UNIFORM BASE	UNIFORM BEARING RATIO (UBR)	PROVIDE CERTIFICATE FROM PLANT	LBR 100	FM 5-515
CRUSHED CONCRETE BASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-1556
CRUSHED CONCRETE BASE	UNIFORM BEARING RATIO (UBR)	(1) PER VEHICLE CHANGE BASE TYPE	LBR 100	
ASPHALT	EXTRACTION AND GRAVIMETRY	(1) PER DAY PER MIX	PER MIX DESIGN	D-2922
ASPHALT	THICKNESS AND DENSITY	(1) PER 300 LF ROADWAY	PER MIX DESIGN AND JOB SPEC	CONCRETE OR NUCLEAR SCORING (DOT 7)
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	(1) PER SOIL OR BASE TYPE		ASTM D-1557 (MODIFIED) ASTM D-598 (STANDARD) AASHTO T-99 (MODIFIED) AASHTO T-99 (STANDARD)
CURB SUBBASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	
CURB SUBBASE (LBR)	UNIFORM BEARING RATIO (UBR)	(1) TEST/SOIL CHANGE	LBR 40	



STANDARD CONSTRUCTION DETAIL

TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS

INDEX
R-6A
MAY 2020

PIPED UTILITY INSTALLATION REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBBASE (IF SPECIFIED)	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN PAVED AREAS	N-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN GREEN AREAS	N-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	90% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOIL OR BASE TYPE		ASTM D-2937 (MODIFIED) ASTM D-598 (STANDARD) AASHTO T-99 (MODIFIED) AASHTO T-99 (STD.)



STANDARD CONSTRUCTION DETAIL

TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS

INDEX
R-6B
MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CITY'S PUBLIC WORKS - UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
- ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL).
- ALL SANITARY SEWER LINES SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
- MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
8" PIPE 0.40%
10" PIPE 0.30%
12" PIPE 0.22%
- SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
- THE CONTRACTOR SHALL, AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
- ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
- TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T100) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
- EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
- THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATOR AD SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATOR WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION - M10).
- MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
- MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES

SANITARY SEWER CONSTRUCTION

INDEX
S-1A
MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
- RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
- DOORHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORLANDO BEACH.
- INDIVIDUAL SANITARY SERVICE CONNECTIONS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
- FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GULCH JOINTS.
- FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
- SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
- SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINES SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRI-SURE-DRIP, RAVEN, SEMPACOR, GREEN MONSTER, OR PRE-APPROVED EQUAL.
- SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
- THE CITY OF ORLANDO BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEPHONE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TESTING PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORLANDO BEACH.



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES

SANITARY SEWER CONSTRUCTION

INDEX
S-1B
MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE EQUIPPED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
- ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
- SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAB SET INTO THE PAVEMENT.
- EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
- ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST ANWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF ANY MANHOLE OR 22' TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
- FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER ANWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
- DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS			
DIAMETER	MATERIAL	STANDARD	
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241	
> 4" - 12"	PVC 1120 / CLASS 100	AWWA C 900	
14" - 36" (16" - 24" DR - 18) (30" - 36" DR - 21)	PVC 1120	AWWA C 905	
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714	

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES

SANITARY SEWER CONSTRUCTION

INDEX
S-1C
MAY 2020

TRAFFIC CONTROL NOTES

- CONTRACTOR SHALL PERFORM ALL PROJECT WORK IN ACCORDANCE WITH FDOT DESIGN STANDARDS, LATEST EDITION. NO LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 7 A.M. AND 7 P.M. NIGHT WORK MAY BE SCHEDULED TO LESSEN TRAFFIC IMPACT & INCONVENIENCE TO GENERAL PUBLIC AND MUST BE APPROVED BY THE COUNTY ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL OBTAIN PRIOR APPROVAL OF HIS MAINTENANCE OF TRAFFIC (MOT) PLANS FOR ANY LANE CLOSURES FROM THE COUNTY TRAFFIC ENGINEERING DIVISION AT LEAST TWO (2) WEEKS IN ADVANCE OF ANY LANE CLOSURE.
- EXISTING SIGNING AND PAVEMENT MARKINGS TO BE MAINTAINED UNLESS SHOWN OTHERWISE IN THESE PLANS.
- TWO (2) WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT ENTIRE LENGTH OF PROJECT.
- TWO (2) WAY ACCESS TO BUSINESSES AND PRIVATE DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY DRIVEWAY CLOSURES MAY BE ALLOWED IF SHARED ACCESS IS AVAILABLE OR IF WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER IS PROVIDED TO THE COUNTY PRIOR TO COMMENCEMENT OF WORK ACTIVITIES.
- VARIABLE MESSAGE BOARDS SHALL BE INSTALLED 48 HOURS PRIOR TO LANE CLOSURES. CONTRACTOR IS RESPONSIBLE FOR ADEQUATE NUMBER OF BOARDS AND LOCATIONS. TO BE VERIFIED PRIOR TO COMMENCEMENT OF WORK.
- ALL TRAFFIC CONTROL SIGN AND PAVEMENT MARKINGS SHALL COMPLY WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- CONTRACTOR TO MAINTAIN TRAFFIC AND PROPER DROP OFF CRITERIA PER INDEX 600. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING PROPER DEVICES WHEN A DROP OFF CONDITION CANNOT BE AVOIDED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE GENERAL PUBLIC AND PUBLIC AGENCIES OF ROAD CLOSURES AT LEAST 48 HOURS IN ADVANCE.
- AFFECTED ROADWAYS SHALL BE RESTORED AND NO LANE CLOSURES WILL BE PERMITTED DURING THE CITY OF DAYTONA BEACH SPECIAL EVENT PERIOD UNLESS PRIOR WRITTEN NOTIFICATION IS OBTAINED FROM CITY OF DAYTONA BEACH TRAFFIC ENGINEERING DIVISION.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROFESSIONAL ENGINEER
No. 12154
STATE OF FLORIDA

PROFESSIONAL LANDSCAPE ARCHITECT
No. 12154
STATE OF FLORIDA

PROFESSIONAL ENVIRONMENTAL PLANNER
No. 12154
STATE OF FLORIDA

PROFESSIONAL TRANSPORTATION ENGINEER
No. 12154
STATE OF FLORIDA

PROFESSIONAL CIVIL ENGINEER
No. 12154
STATE OF FLORIDA

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STATE OF FLORIDA



PROJECT NO: 201908

DESIGNED BY: HJML

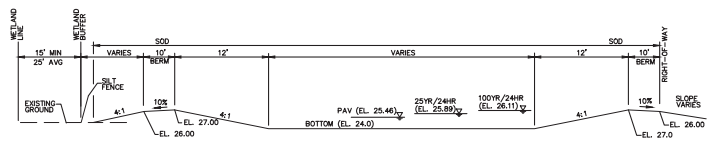
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CHECKED BY: HK

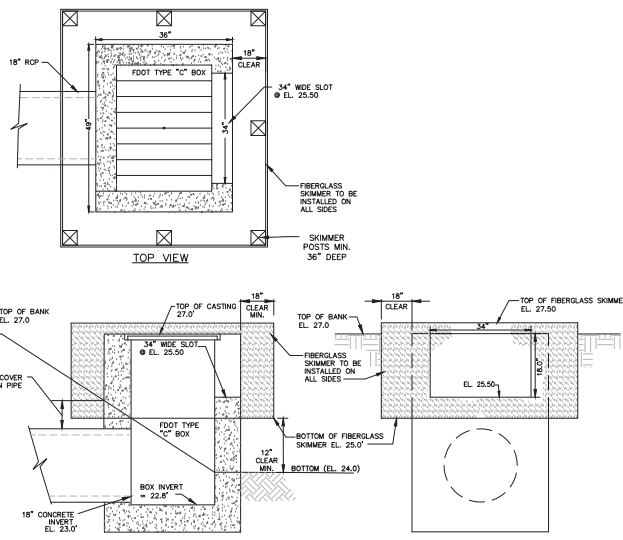
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DATE: 05/05/2020

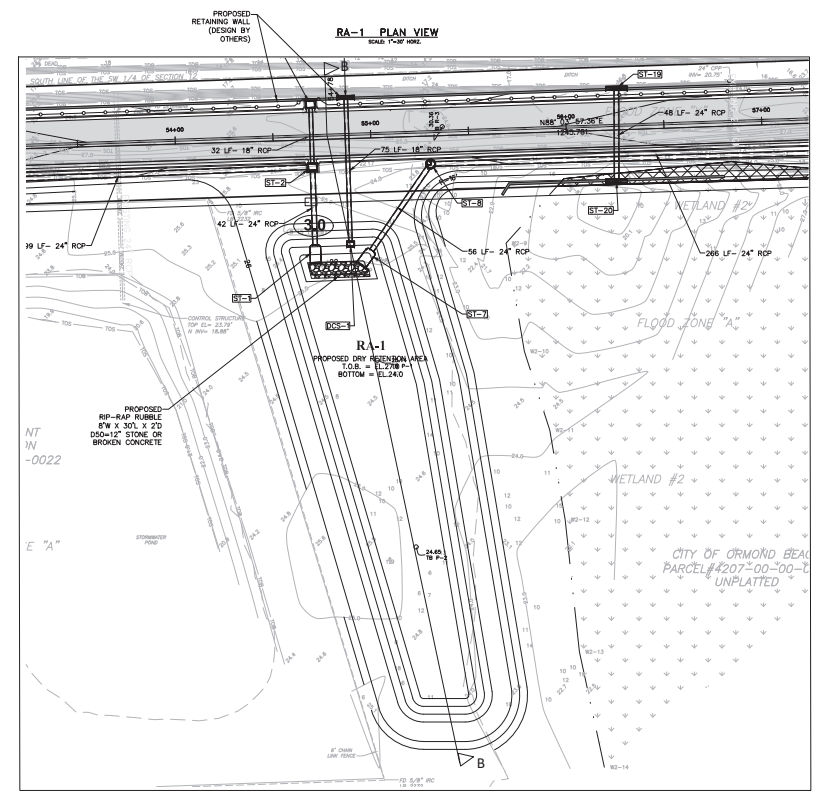
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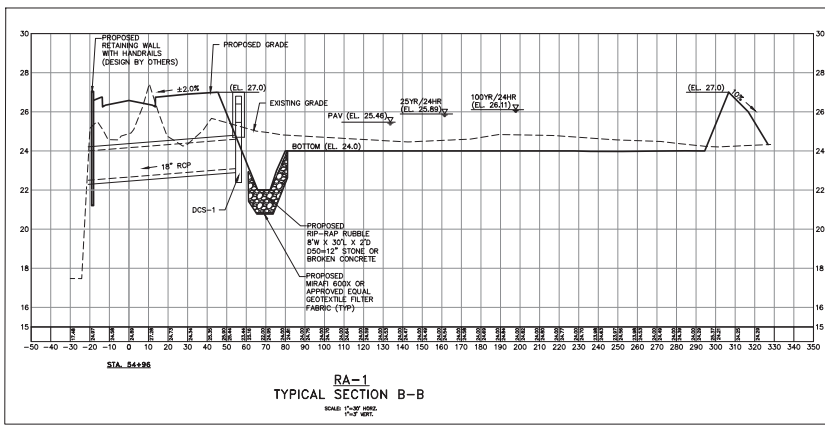
RA-1 TYPICAL SECTION



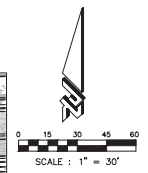
SIDE VIEW
FRONT VIEW
DCS-1 DRAINAGE CONTROL STRUCTURE
W/ FIBERGLASS SKIMMER
FDOT TYPE "C" BOX
N.T.S.



RA-1 PLAN VIEW



RA-1
TYPICAL SECTION B-B



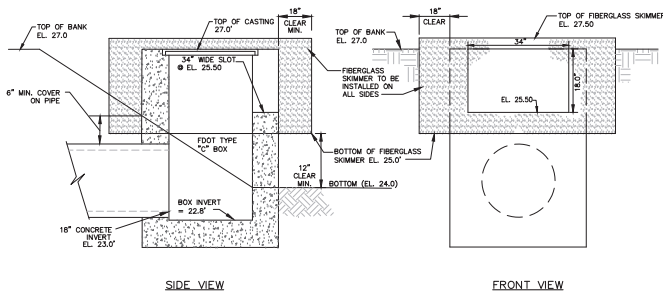
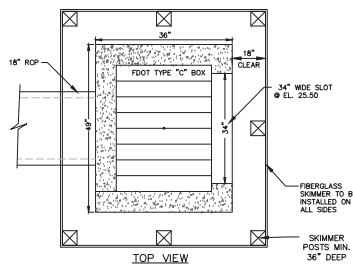
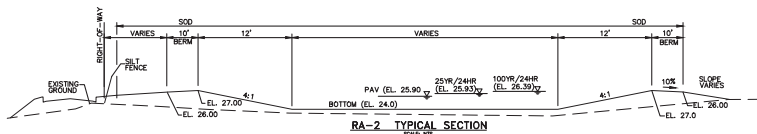
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

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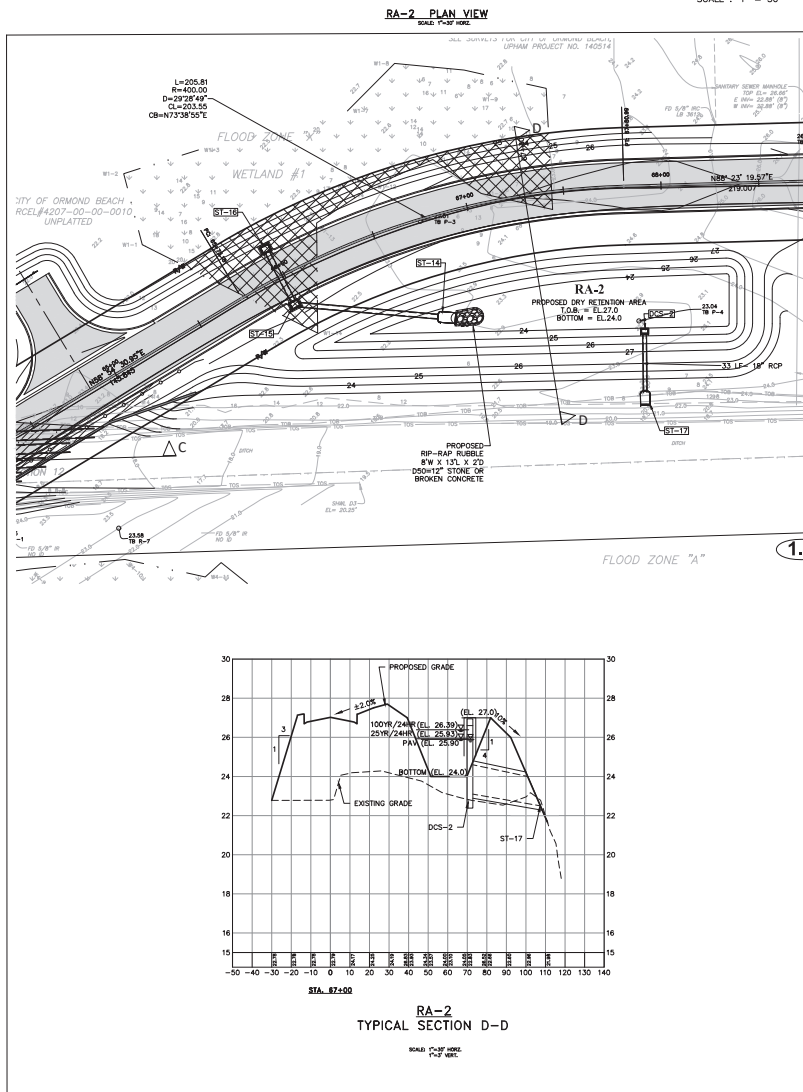
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS

PROJECT NO. 2219185
DESIGNED BY: HJL/ML
DRAFTED BY: JLM
CHECKED BY: HK

DRAWING FILE: 18.24_19185-DET
WBP'S: XXXXX.DWG
WBP'S: XXXXX.DWG



DCS-2 DRAINAGE CONTROL STRUCTURE W/ FIBERGLASS SKIMMER
FOOT TYPE "C" BOX
N.T.S.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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PLANNING
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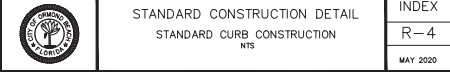
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**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS**

PROJECT NO: 2019185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 18-24_19185-DET
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WFP'S: XXXXXX.DWG

HAULING FILE: 18-24_19185-DET
WFP'S: XXXXXX.DWG
WFP'S: XXXXXX.DWG

SHEET **C19** OF 31



A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS.

B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:

PENGKALA BAHU (50% SCARIFIED SEED)	50%
HELIX BERMUDA	25%
BROWN TOP MILLET	25%

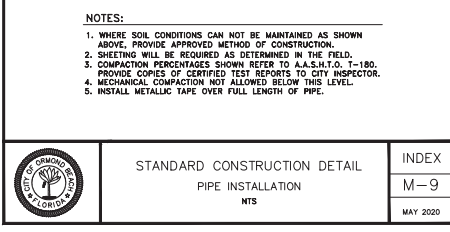
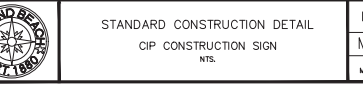
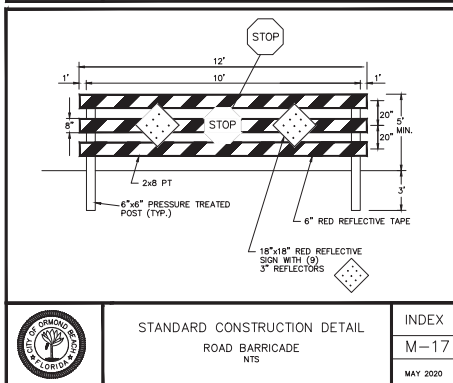
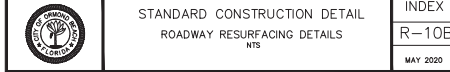
SEED SHALL BE PREPARED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY.

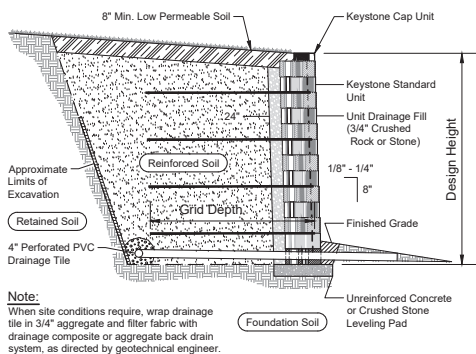
CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND/OR CITY LANDSCAPE ARCHITECT.

C. MULCH – MULCH USED SHALL BE STRAW OR HAY CONSISTING OF DOTS, RYE, OR WHEAT STRAW OF PANGOLA, PENNANT, COASTAL BERMUDA OR BAHIA GRASS. MULCH SHALL BE FREE FROM UNDESIRABLE GRASS AND OTHER UNDESIRABLE GRASS. APPROXIMATELY TWO INCHES (2") LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREA. MULCH SHALL BE 1:1:1 RATIO OF MULCH TO SEED. THE MULCH MATERIAL SHALL BE CUTTING INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.

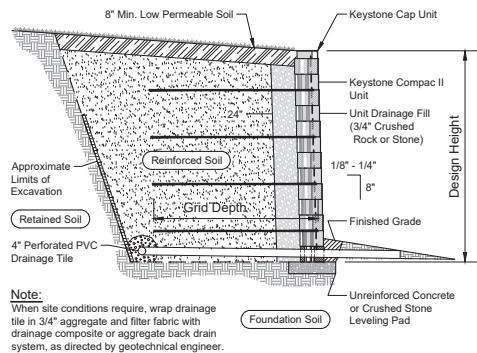
D. METHODS GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINISHING AND PREPARATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE FROZEN IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED SHALL BE 100 LBS PER HUNDRED (100) SQ. YD. OF AREA.

E. STORMWATER PONDS – SLOPES OF STORMWATER PONDS SHALL BE COVERED WITH 50% NO SEEDING & MULCHING IS ALLOWED ON SLOPES.

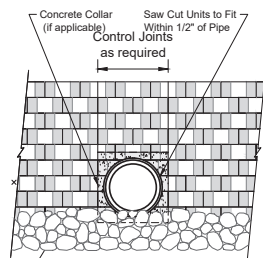




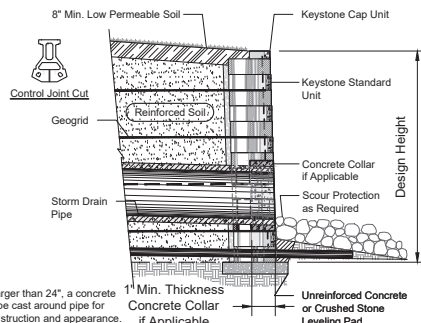
Typical Reinforced Wall Section
Standard Unit - Near Vertical Setback



Typical Reinforced Wall Section
Compac II Unit - Near Vertical Setback

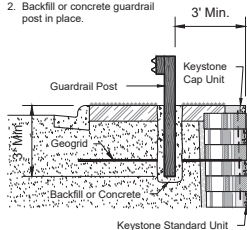


Typical Pipe Outlet Detail

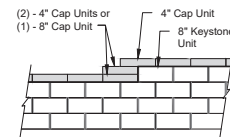


Typical Pipe Outlet Section
Standard Unit - Near Vertical Setback

- Note:**
1. Auger through geogrid layers.
 2. Backfill or concrete guardrail post in place.

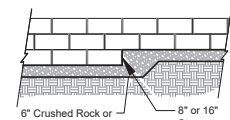


Typical Guardrail Detail
Standard Unit - Near Vertical Setback Shown



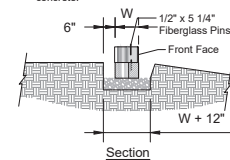
- Note:**
1. Secure all cap units with Keystone Kapsel or equal.

Top of Wall Steps

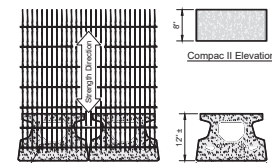


Elevation

- Note:**
1. The leveling pad is to be constructed of crushed stone or 2000 psi $\pm$ unreinforced concrete.



Leveling Pad Detail



Compac II Unit

Grid & Pin Connection



Cap Unit Plan

Cap Unit Plan

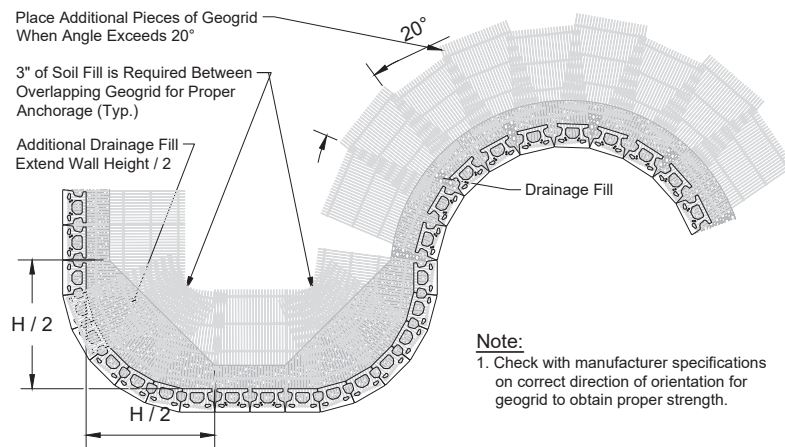


Universal Cap Unit Option

Straight Split Cap Unit Option

- Dimensions & Availability Will Vary by Region

- Dimensions & Availability Will Vary by Region



Geogrid Installation on Curves

- Note:**
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.

Keystone Retaining Wall Systems
Typical Wall Details



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

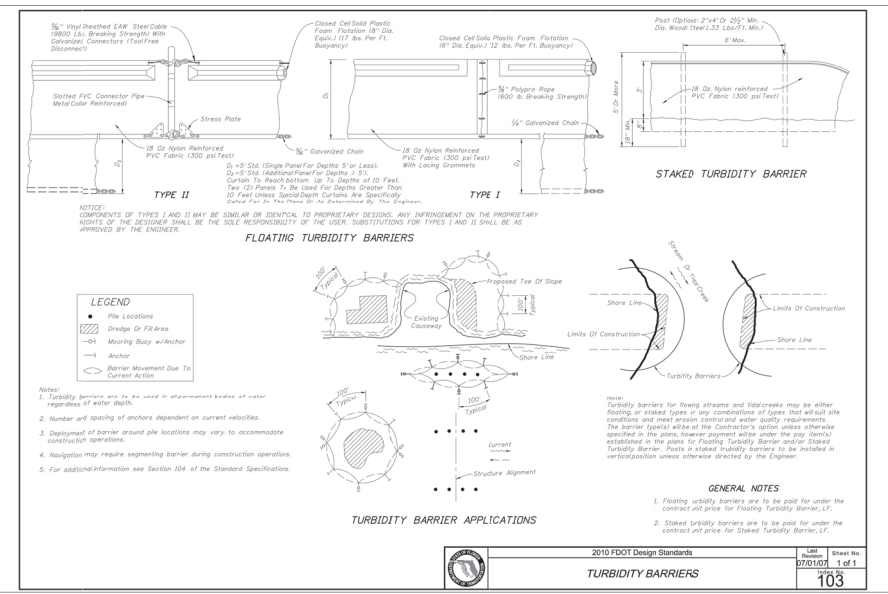
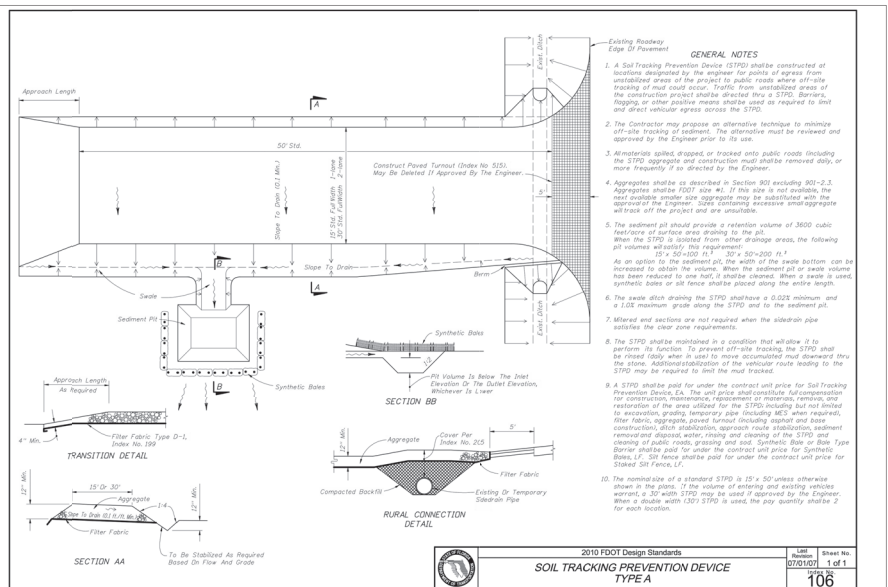
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O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS
CITY OF DAVENPORT, FLORIDA

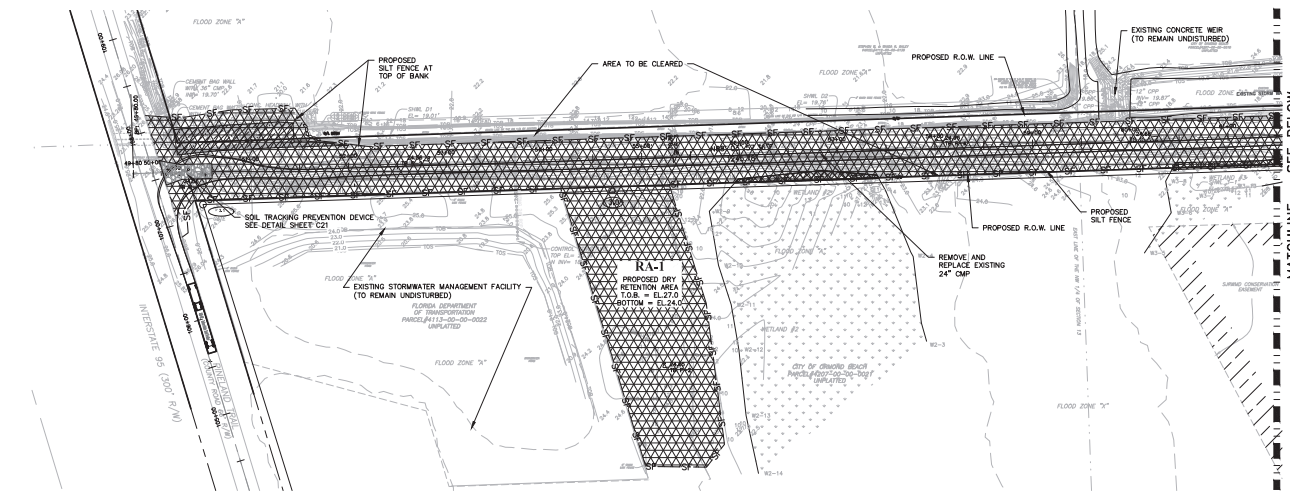
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SHEET C22 OF 31

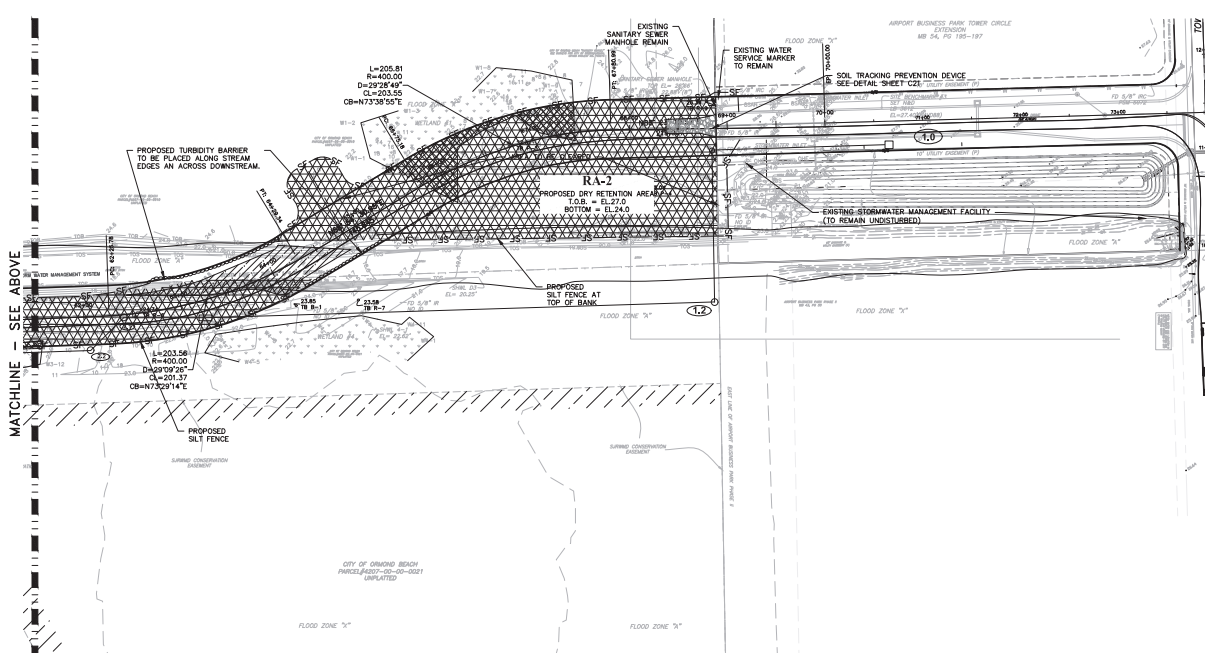




- EROSION CONTROL NOTES:
1. THE CONTRACTOR IS TO FOLLOW THE CONSTRUCTION PERMITS THAT HAVE BEEN OBTAINED FOR THE PROJECT AND ADHERE TO ANY SPECIFIC OR GENERAL CONDITIONS THAT MAY APPLY TO THE PROJECT.
 2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE BARRIERS AND EROSION CONTROL STRUCTURES IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 3. PRIOR TO COMMENCEMENT OF REMOVALS AND CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF ORLANDO BEACH, TELEPHONE, GAS, CABLE, TELEVISION AND OTHER UTILITY COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
 4. ALL REMOVED OR DEMOLISHED MATERIALS NOT SPECIFICALLY DESIGNATED TO REMAIN THE PROPERTY OF THE OWNER, SHALL BE REMOVED FROM THE SITE AND BE DISPOSED OF IN A LAWFUL MANNER.
 5. THE CONTRACTOR SHALL NOT ALLOW DEBRIS AND RUBBISH TO ACCUMULATE ON THE SITE.
 6. THE CONTRACTOR SHALL CLEAN UP THE JOB SITE IN AREAS WHERE NO WORK IS TO BE DONE UNDER THIS CONTRACT FOLLOWING DEMOLITION. THE CONTRACTOR SHALL REMOVE ALL DEBRIS, RUBBISH, TEMPORARY FACILITIES, AND EQUIPMENT. THE CONTRACTOR SHALL LEVEL SURFACE IRREGULARITIES AND LEAVE THE WORK IN A NEAT AND PRESENTABLE CONDITION.
 7. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL CRITERIA AS SET FORTH UNDER THE NPDES PERMITTING PROGRAM FOR CONSTRUCTION SITES OF THIS SIZE INCLUDING BUT NOT LIMITED TO THE ADHERENCE TO THE APPROVED POLLUTION PREVENTION CONTROL PLAN, TIMELY INSPECTIONS, PROJECT REPORTING AND DOCUMENTATION.
 8. A PRE-CONSTRUCTION NPDES MEETING IS TO BE HELD PRIOR TO DEMOLITION IN ORDER TO REVIEW THE PROCEDURES FOR THE CONVEY AND TO IDENTIFY HAUL ROUTES AND INGRESS/EGRESS FROM THE SITE FOR POLLUTION PREVENTION.
 9. INFORMATION SHOWN HEREON IS THE BEST AVAILABLE TO THE ENGINEER. IF DISCREPANCIES ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
 10. ALL ASPHALT PAVEMENT REMOVALS SHALL BE VERTICAL SAWCUT. ALL CONCRETE PAVEMENT REMOVALS SHALL BE EITHER AT EXISTING JOINTS OR VERTICAL SAWCUT. ACTIVE SERVICES SHALL BE SERVED WITH PROPER NOTICE GIVEN TO LOCAL UTILITIES COMPANIES HAVING JURISDICTION.
 11. EXISTING STORM DRAINAGE TO REMAIN IN OPERATION AT ALL TIMES. CONTRACTOR TO MAINTAIN WITH EXISTING NEW OR TEMPORARY PIPING.
 12. RELOCATION OF UTILITY POLES AND LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE INCLUDED AS PART OF THE PROJECT SCOPE AND COST.
 13. THE CONTRACTOR SHALL OBTAIN TREE REMOVAL PERMITS FROM THE CITY OF ORLANDO BEACH TO REMOVAL OF ANY EXISTING TREES. REFER TO SITE PLAN FOR PROPOSED UTILITY CONNECTIONS. CONTRACTOR TO REFER TO THE TREE PRESERVATION PLAN LOCATED IN THIS CONSTRUCTION SET OF PLANS FOR TREE REMOVAL NOTES AND IDENTIFICATION OF THE TREES THAT SHOULD BE REMOVED.
 14. NO WORK WITHIN CITY RIGHT-OF-WAY OR STATE ROAD RIGHT-OF-WAY SHALL BE COMMENCED WITHOUT AN HOURS ADVANCE NOTICE TO THE CITY OF ORLANDO BEACH OR FDOT.
 15. CONTRACTOR SHALL PROVIDE SILT FENCES, TURBIDITY BARRIERS AND FILTER FABRIC OR SYNTHETIC JUTE BALES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
 16. SITE PREPARATION AND FILL OPERATIONS IN ACCORDANCE WITH GEOTECHNICAL REPORT AND RECOMMENDATIONS.
 17. ALL CONSTRUCTION ACTIVITIES SHALL INCORPORATE BEST MANAGEMENT PRACTICES (BMPs) TO CONTROL EROSION, SEDIMENTATION AND THE POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
 18. CONTRACTOR SHALL MINIMIZE DISTURBANCE OF NATURAL VEGETATION TO THE MAXIMUM EXTENT PRACTICAL DURING THE CONSTRUCTION PROCESS.
 19. SILT FENCE, FILTER FABRIC OR SYNTHETIC JUTE BALES AND GRAVEL TRAPPING PAD SHALL BE INSTALLED PRIOR TO CONSTRUCTION ON SITE. TO BE INSPECTED WEEKLY AND CORRECTIVE ACTION TAKEN AS NECESSARY.
 20. EXISTING STORMWATER RETENTION AND DETENTION STORAGE MUST BE PROTECTED PRIOR TO SITE & BUILDING DEMOLITION, CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION OR SILTATION MUST BE REMOVED PRIOR TO FINAL GRADING AND STABILIZATION.
 21. CONTRACTOR SHALL SOD ALL SWALES AND STORMWATER PONDING IN ACCORDANCE WITH THE DETAIL. PROVIDED AS SOON AS POSSIBLE AFTER CONSTRUCTION IN ORDER TO STABILIZE THE SLOPES AND MINIMIZE EROSION.
 22. DURING ANY CONSTRUCTION OF THE PERMITTED SYSTEM INCLUDING STABILIZATION AND REVEGETATION OF DISTURBED SURFACES, CONTRACTOR IS RESPONSIBLE FOR THE SELECTION, IMPLEMENTATION, AND OPERATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT AND PREVENT VIOLENCE TO THE WATER QUALITY STANDARDS IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE.
 23. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A PROTECTIVE COVER (VEGETATIVE OR SUITABLE ALTERNATIVE) FOR EROSION AND SEDIMENT CONTROL ON ALL EXPOSED SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. THE PERMITTEE SHALL MAINTAIN THE CONDITION OF THE PERMIT OR OTHERWISE SPECIFIED ON A DISTRICT APPROVED EROSION AND SEDIMENT CONTROL PLAN. THE PROTECTIVE COVER MUST BE INSTALLED WITHIN FOURTEEN (14) DAYS AFTER FINAL GRADING OF THE AFFECTED LAND SURFACE. A PERMANENT VEGETATIVE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION. THE PERMITTEE'S REQUIREMENT TO MAINTAIN COVER ON OFFSITE SURFACES SHALL NOT BE COMPLETE UNTIL AFTER THE DISTRICT RECEIVES THE PERMITTEE'S STATEMENT OF COMPLIANCE.
 24. AT A MINIMUM, GRAVEL TRAPPING PAD, TURBIDITY BARRIERS AND SILT FENCES SHALL BE INSTALLED PER PLAN. ADDITIONAL MEASURES MUST BE TAKEN TO MINIMIZE IMPACTS OF RECEIVING WATERS SUCH AS THE USE OF SYNTHETIC JUTE BALES AT INLETS, ADDITIONAL SILT FENCING, AND SOILING.
 25. A DEMOLITION PERMIT FROM THE CITY OF ORLANDO BEACH IS REQUIRED PRIOR TO DEMOLITION.



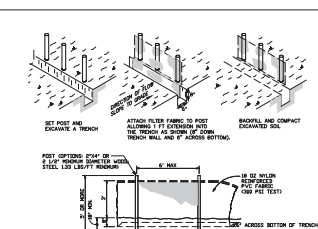
SEDIMENT & EROSION CONTROL PLAN



SEQUENCE OF MAJOR EVENTS

THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCES AND TURBIDITY BARRIERS AS REQUIRED.
2. INSTALL SOIL TRACKING PREVENTION DEVICE.
3. INSTALL TRAFFIC CONTROL DEVICES.
4. BEGIN SITE CLEARING FOR CULVERTS WITHIN EXISTING DITCH AS REQUIRED BY PLAN.
5. INSTALL CULVERTS AS SHOWN ON PLAN PER PLAN SPECIFICATIONS.
6. STABILIZE ALL DISTURBANCE AS SHOWN AS PRACTICABLE.
7. BEGIN SITE CLEARING FOR THE ROADWAY AND STORMWATER MANAGEMENT FACILITIES.
8. CONSTRUCT ROADWAY TO SUBGRADE ELEVATION AND STORMWATER MANAGEMENT FACILITIES.
9. INSTALL STORM SEWER AND ANY NECESSARY UTILITIES AS REQUIRED BY PLAN.
10. COMPLETE ROADWAY CONSTRUCTION AND STABILIZE ALL DISTURBANCE AS SOON AS PRACTICABLE.
11. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED.



- NOTES:
1. MATERIAL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 2. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AS APPLICABLE THROUGHOUT THE CONSTRUCTION PERIOD. IF ANY EROSION CONTROL MEASURES ARE DAMAGED, DESTROYED, OR REMOVED, THE CONTRACTOR SHALL REPAIR OR REPLACE THEM AS SOON AS POSSIBLE. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES IN COMPLIANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 3. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AND DETENTION AREAS VEGETATION IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO COMPLETION OF THE IMPROVEMENTS.
 4. CONTRACTOR SHALL MEET ALL EROSION CONTROL REQUIREMENTS AS SPECIFIED BY THE CITY OF ORLANDO AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO ORLANDO CITY, FLORIDA, AND THE STATE OF FLORIDA.

STAKED SILT FENCE DETAIL
NOT TO SCALE



CIVIL ENGINEERING
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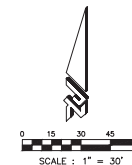
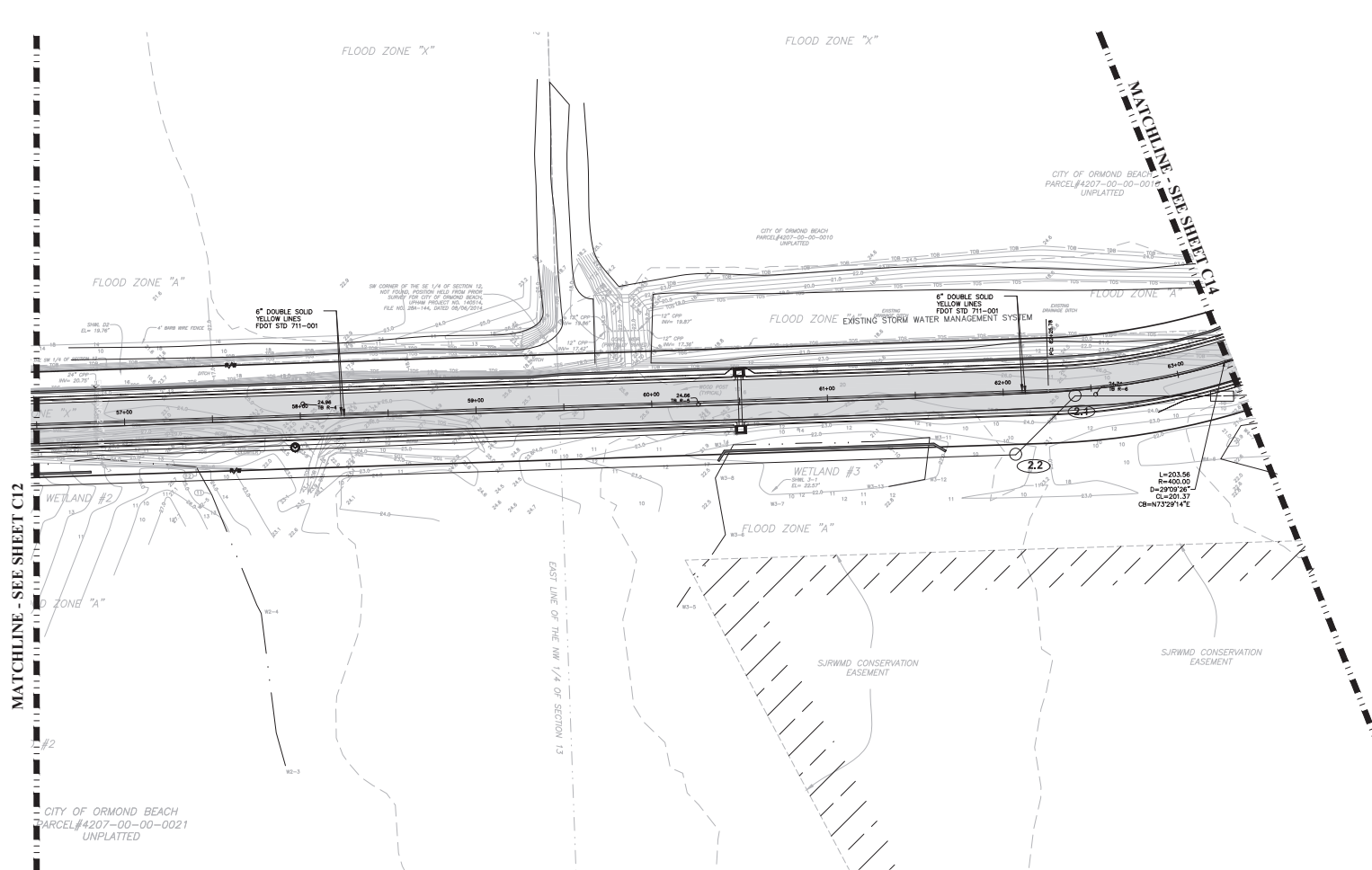
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
STORMWATER POLLUTION
PREVENTION PLAN

PROJECT NO. 2019185
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DATE: 10/15/2019
SCALE: 1/8" = 1'-0"

SHOWN AS: 2019185-SP19
SHEET: 10/15/2019
SHEET: 10/15/2019

SHEET C25 OF 31

3/1/2016 10:08 AM: AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION & MARKING PLANS - 20160301 10:08 AM



LEGEND:

 PROPOSED ASPHALT PAVEMENT



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

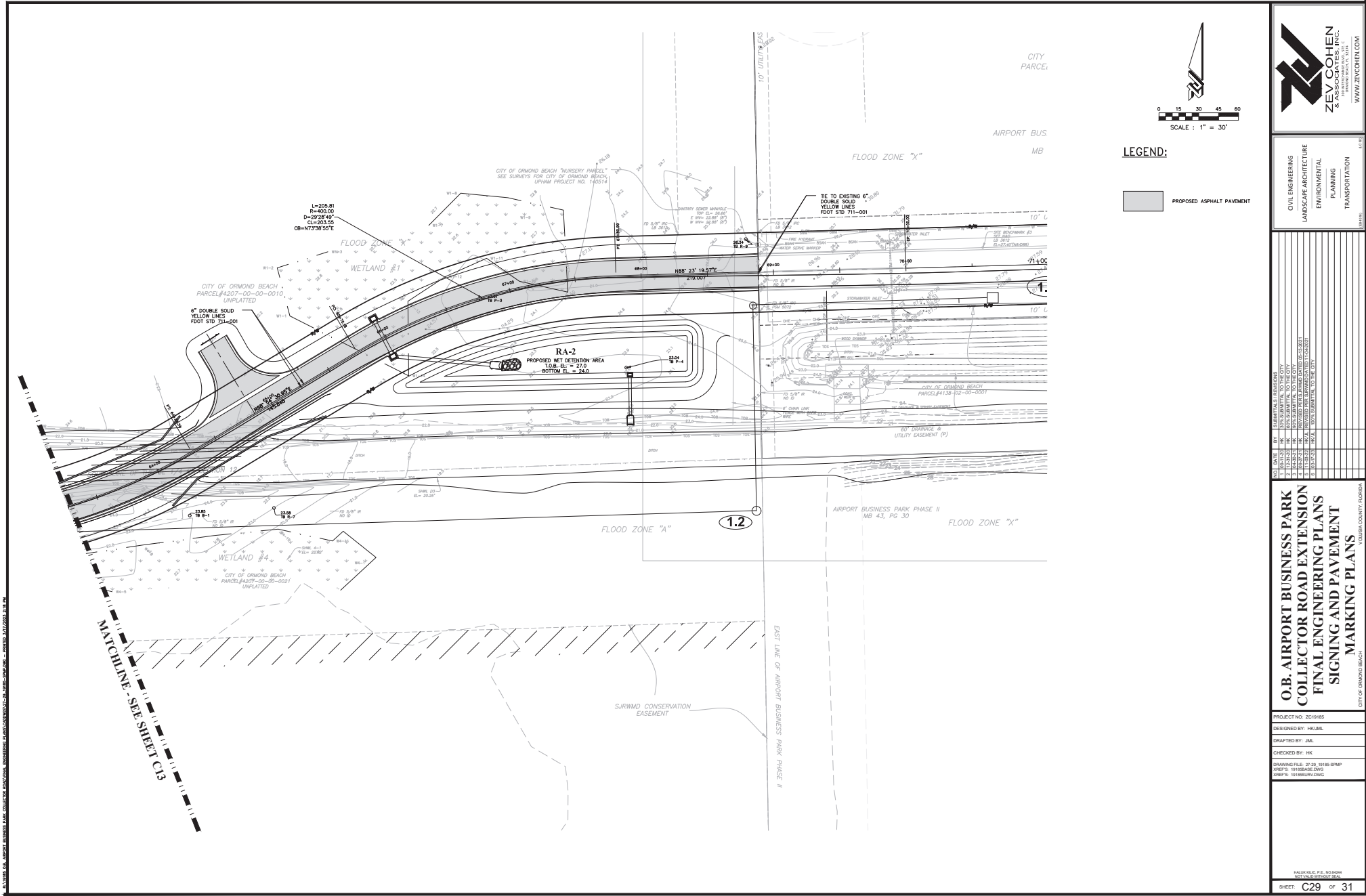
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**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
SIGNING AND PAVEMENT
MARKING PLANS**

PROJECT NO: 2016185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK

DRAWING FILE: 21-22_18185-SPMP
DATE: 11/15/15
DATE: 11/15/15

SHEET C28 OF 31



LEGEND:

PROPOSED ASPHALT PAVEMENT

ZEV COHEN & ASSOCIATES, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
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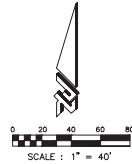
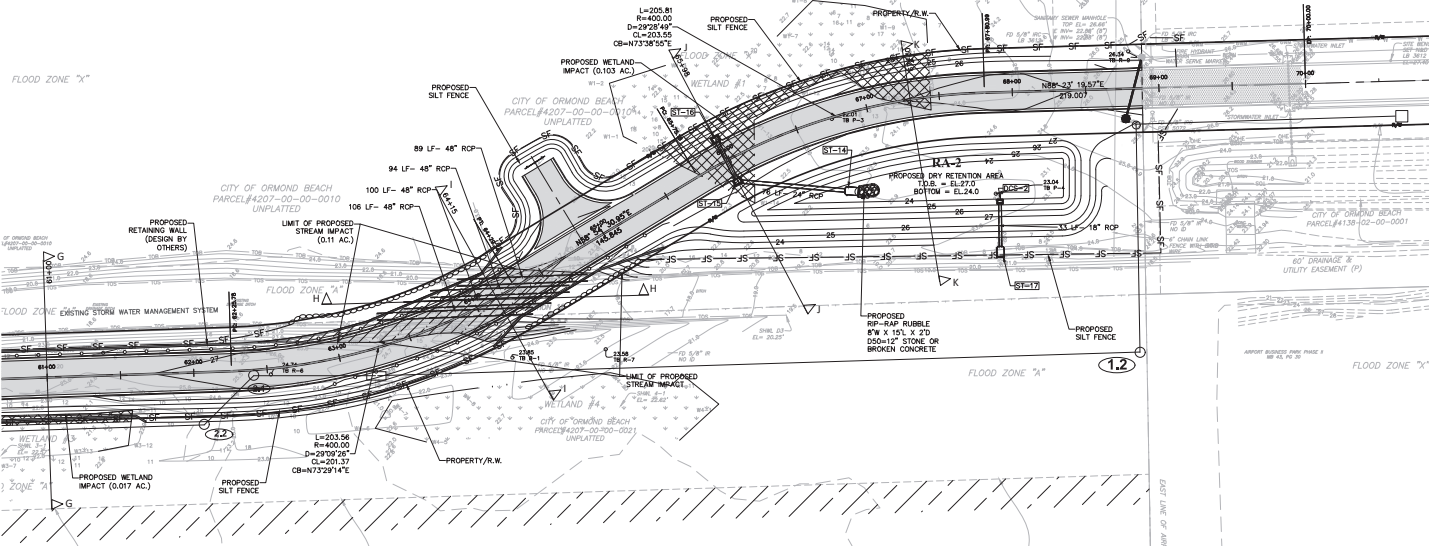
**O.B. AIRPORT BUSINESS PARK
 COLLECTOR ROAD EXTENSION
 FINAL ENGINEERING PLANS
 SIGNING AND PAVEMENT
 MARKING PLANS**

PROJECT NO: 2019185
 DESIGNED BY: HK/JML
 DRAWN BY: JML
 CHECKED BY: HK
 DRAWING FILE: 21-20_19185-SPWP
 USER: 19185-SPWP
 XREF: 19185-SPWP

HAZARD P.E. 12/20/20
 NOT VALID WITHOUT SEAL

SHEET **C29** OF 31

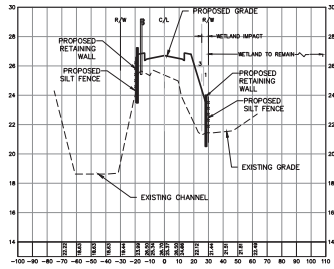
FLOOD ZONE "X"



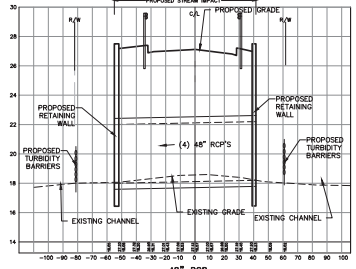
LEGEND:

- SF — PROPOSED SILT FENCE
- [Pattern] EXISTING WETLANDS
- [Pattern] PROPOSED DIRECT WETLAND IMPACT
- [Pattern] PROPOSED STREAM IMPACT

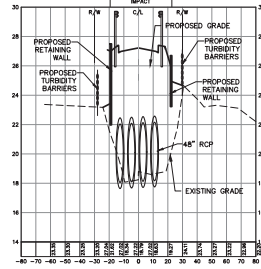
PLAN VIEW
SCALE: 1" = 40'



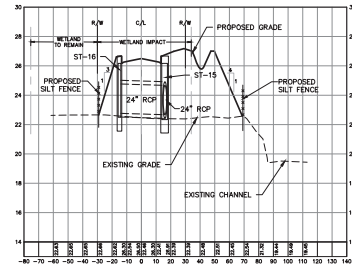
CROSS SECTION G-G
SCALE: 1" = 40'



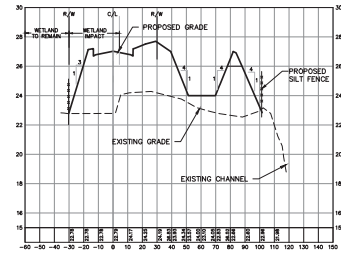
TYPICAL SECTION H-H
SCALE: 1" = 40'



CROSS SECTION I-I
SCALE: 1" = 40'



CROSS SECTION J-J
SCALE: 1" = 40'



CROSS SECTION K-K
SCALE: 1" = 40'

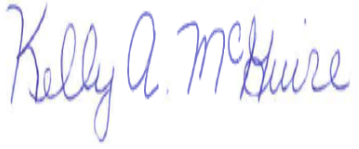


CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/15/2011	HK	ISSUED FOR PERMITS
2	12/15/2011	HK	REVISED FOR PERMITS
3	12/15/2011	HK	REVISED FOR PERMITS
4	12/15/2011	HK	REVISED FOR PERMITS
5	12/15/2011	HK	REVISED FOR PERMITS
6	12/15/2011	HK	REVISED FOR PERMITS
7	12/15/2011	HK	REVISED FOR PERMITS
8	12/15/2011	HK	REVISED FOR PERMITS
9	12/15/2011	HK	REVISED FOR PERMITS
10	12/15/2011	HK	REVISED FOR PERMITS

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PLAN & CROSS SECTIONS**

PROJECT NO: 20110185
DESIGNED BY: HK/ML
DRAFTED BY: JLM
CHECKED BY: HK
DRAWING FILE: 2011_0185-03
USER: XXXXX.DWG
WFP: XXXXX.DWG

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.1
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Transportation & Community Development - Other			
Department :	Public Works - Engineering			
Subject:	2023 Roadway Resurfacing			
Budget Impact:	The Engineering estimate for the base bid is \$749,952. Funding was included in the Fiscal Year 2022-2023 budget of Fund 308-Transportation Fund for the Roadway Resurfacing 2023 project in the amount of \$750,000.			
Summary:	The roadway resurfacing project, which is a cost effective means of maintaining roadways, will provide approximately 4.12 miles of asphalt road resurfacing on various streets throughout the City.			
Recommended Action:	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		4/19/2023		
Claire Whitley, Assistant City Manager		4/24/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: May 2, 2023
Subject: 2023 Roadway Resurfacing
Commission Goal: Transportation & Community Development - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the 2023 Roadway Resurfacing Project, Bid Number 2023-27.

Background

On January 21, 1997, by Resolution No. 97-12, the City Commission approved the resurfacing of roads in accordance with the pavement management plan in order to maintain the 187 miles of roadways within the City.

Annual resurfacing of roadways has been performed since that time to prevent significant deterioration of roadway conditions which could result in even higher roadway reconstruction costs, and to uphold infrastructure quality throughout the City. The primary focus of the roadway resurfacing program has been to prioritize resurfacing of roadways based upon consideration of the amount of vehicular usage, present condition of the asphalt and to select the best candidates which will fit within a given annual budget. The City utilizes a pavement management software program to identify and prioritize resurfacing areas. Staff also conducts field verifications to ensure the appropriate selection and makes necessary adjustments based on physical conditions observed.

Discussion

The 2023 Road Resurfacing Project is a scheduled Capital Improvement Project. The roadway resurfacing project will provide approximately 4.12 miles of asphalt road resurfacing on various streets throughout the City. The resurfacing project includes replacement of curb and gutter where it is degraded, and repair of adjacent driveways and sidewalks. All proposed paving will be typical mill and resurface, which is what the City has had the most success with in recent years. Street location maps are attached.

Budget Impact

The Engineering estimate for the base bid is \$749,952. Funding was included in the Fiscal Year 2022-2023 budget of Fund 308-Transportation Fund for the Roadway Resurfacing 2023 project in the amount of \$750,000.

Citizen Impact

The resurfacing of roadways is an annual project intended to extend the length of service to the City's road work network. The cost of resurfacing a roadway is \$125,000 per mile as opposed to \$1,200,000 per mile to reconstruct a road. The resurfacing project is instrumental in maintaining the City's roadway infrastructure and reducing costs for roadway maintenance.

Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. 2023 Road Resurfacing Plans
2. 2023 Road Resurfacing Final == (3)

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023



Joyce Shanahan, City Manager

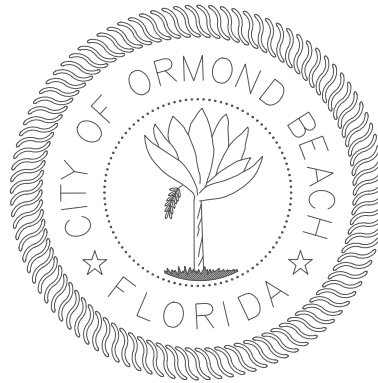
Date: April 24, 2023

CITY OF ORMOND BEACH

2023 ROAD RESURFACING BID NO.: 2023-27



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	WILMETTE LN
5	WILMETTE LN
6	SANCHEZ AVE
7	ORMOND PARKWAY
8	SADDLE CREEK TRL, HORSESHOE TRL, OXBOW TRL COTTON SEED TRL, OLD BARD TRL, & HAY BALE TRL
9	ORMOND GREEN BLVD, BRYAN JAMES WAY, & GREENVALE DR
10	INTERCHANGE BLVD
11	SOUTHERN TRACE BLVD & TRACEWAY CT
12	BOOTH RD
13	MARCH RIDGE WATCH, FOXBROW LOOK, & BEAGLES REST
14	OCEAN PINES DR, PINE TRAIL CIR, & INVERAY CT
15	OCEAN PINES DR, DORADO BEACH CT, TORREY PINES CT, & SUGAR CREEK CT
16	PALMETTO DUNES CT & CYPRESS POINT CT
17	ADDITIVE ALTERNATE 1 – ROSEWOOD AVE & N YONGE ST
18	DETAILS

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

ID	STREET NAME	SHEET
1	WILMETTE LN	4 & 5
2	SANCHEZ AVE	6
3	ORMOND PARKWAY	7
4	SADDLE CREEK TRL	8
5	HORSESHOE TRL	8
6	OXBOW TRL	8
7	COTTEN SEED TRL	8
8	OLD BARN TRL	8
9	HAY BALE TRL	8
10	ORMOND GREEN BLVD	9
11	BRYAN JAMES WAY	9
12	GREENVALE DR	9
13	INTERCHANGE BLVD	10
14	SOUTHERN TRACE BLVD	11
15	TRACEWAY CT	11
16	BOOTH RD	12
17	MARSH RIDGE WATCH	13
18	FOXSBROW LOOK	13
19	BEAGLES REST	13
20	OCEAN PINES DR	14 & 15
21	PINE TRAIL CIR	14
22	INVERAY CT	14
23	DORADO BEACH CT	15
24	TORREY PINES CT	15
25	SUGAR CREEK CT	15
26	PALMETTO DUNES CT	16
27	CYPRESS POINT CT	16
28	ROSEWOOD AVE	17
29	N YONGE ST	17



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2023 ROAD RESURFACING

LOCATION MAP

DATE: 4/13/23
SCALE: N.T.S.
DRAWN BY: MC

PROJECT NO.: 9023-27
FILE NAME:
SHEET: 2 of 18

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

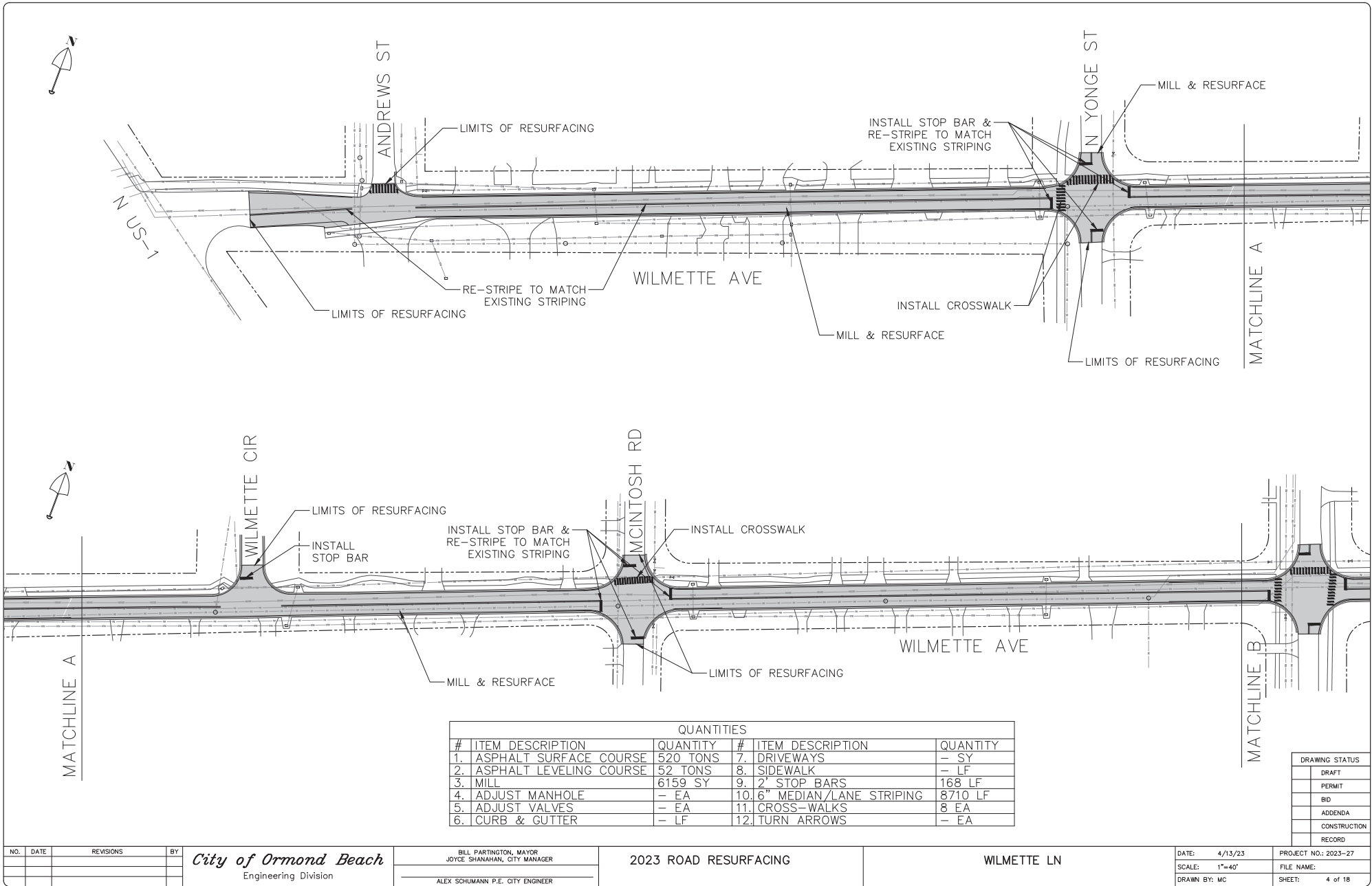
GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. 2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. 3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. 4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. 5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. 6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. 7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION. 8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY. 10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES 12. SEEDING OR SOODING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.		ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SOODED. ALL SLOPES GREATER THAN 6% SHALL BE SOODED. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr><tr><td>0.2% - 1.0%</td><td>SEEDING AND MULCHING</td></tr><tr><td>1.0% - 4.0%</td><td>SOODING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></table> 3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELL SOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CUT LIMEROCK, RECYCLED CONCRETE, SHEL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%) 10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.		SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2% - 1.0%	SEEDING AND MULCHING	1.0% - 4.0%	SOODING	4.0% AND GREATER	DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30% 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2800 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "W" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.		25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE. 26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY. 27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS. 28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY. 30. STANDARD TURNING RADI FOR INTERSECTIONS: <table><tr><td>2-LANE ACCESS OR FEEDER</td><td>35'</td></tr><tr><td>LOCAL TO COLLECTOR</td><td>35'</td></tr><tr><td>LOCAL OR COLLECTOR TO ARTERIAL</td><td>40'</td></tr><tr><td>ARTERIAL TO ARTERIAL</td><td>50'</td></tr></table> 31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED. 32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPRE) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT THE PRE CONSTRUCTION MEETING. 34. UTILITY DEPTH: - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 36 INCHES IN DEPTH. - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH. - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION. 35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.		2-LANE ACCESS OR FEEDER	35'	LOCAL TO COLLECTOR	35'	LOCAL OR COLLECTOR TO ARTERIAL	40'	ARTERIAL TO ARTERIAL	50'
SWALE PROFILE GRADES	PROTECTION REQUIRED																						
0.2% - 1.0%	SEEDING AND MULCHING																						
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LOCAL TO COLLECTOR	35'																						
LOCAL OR COLLECTOR TO ARTERIAL	40'																						
ARTERIAL TO ARTERIAL	50'																						
	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020												

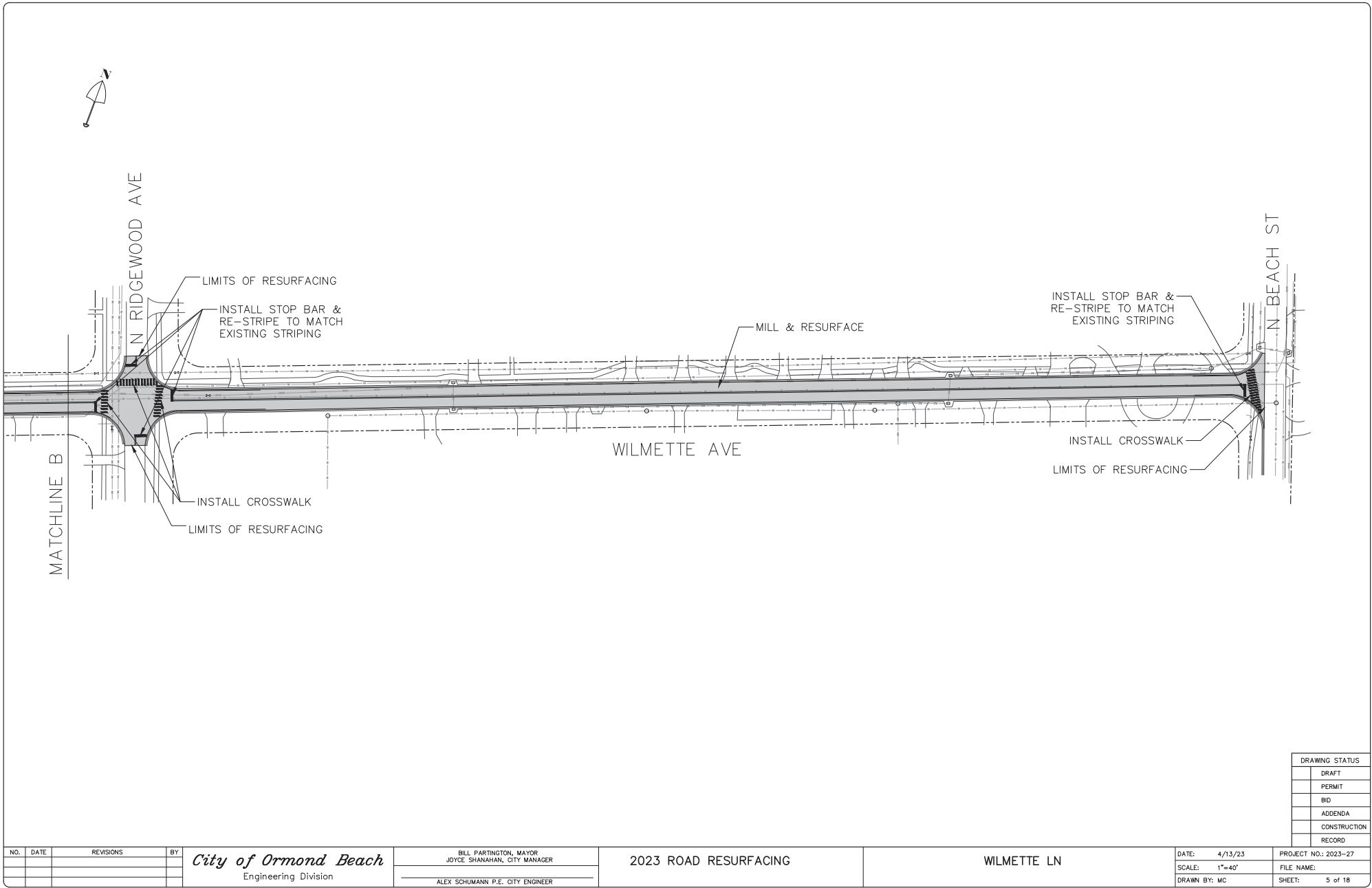
QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	4811 TONS	6.	THERMOPLASTIC STRIPING	1 LS
2.	ASPHALT LEVELING COURSE	482 TONS	7.	CURB & GUTTER	150 LF
3.	MILL	57022 SY	8.	MISC. DRIVEWAYS	250 SY
4.	ADJUST MANHOLE	5 EA	9.	SIDEWALK	250 SY
5.	ADJUST VALVES	6 EA	10.	ASPHALT MILLINGS	400 CY

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	STABILIZED SUBGRADE	800 SY	16.	THERMOPLASTIC STRIPING	1 LS
12.	COMPACTED ROAD BASE 8"	800 SY	17.	CURB & GUTTER	50 LF
13.	ASPHALT SURFACE COURSE	328 TONS	18.	MISC. DRIVEWAYS	100 SY
14.	ASPHALT LEVELING COURSE	33 TONS	19.	SIDEWALK	175 SY
15.	MILL	3889 SY	20.	DEMO	1 LS

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER		2023 ROAD RESURFACING		NOTES & QUANTITIES		DATE:	4/13/23	PROJECT NO.:	2023-27
												SCALE:	1"=40'	FILE NAME:	
												DRAWN BY:	MC	SHEET:	3 of 18





DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

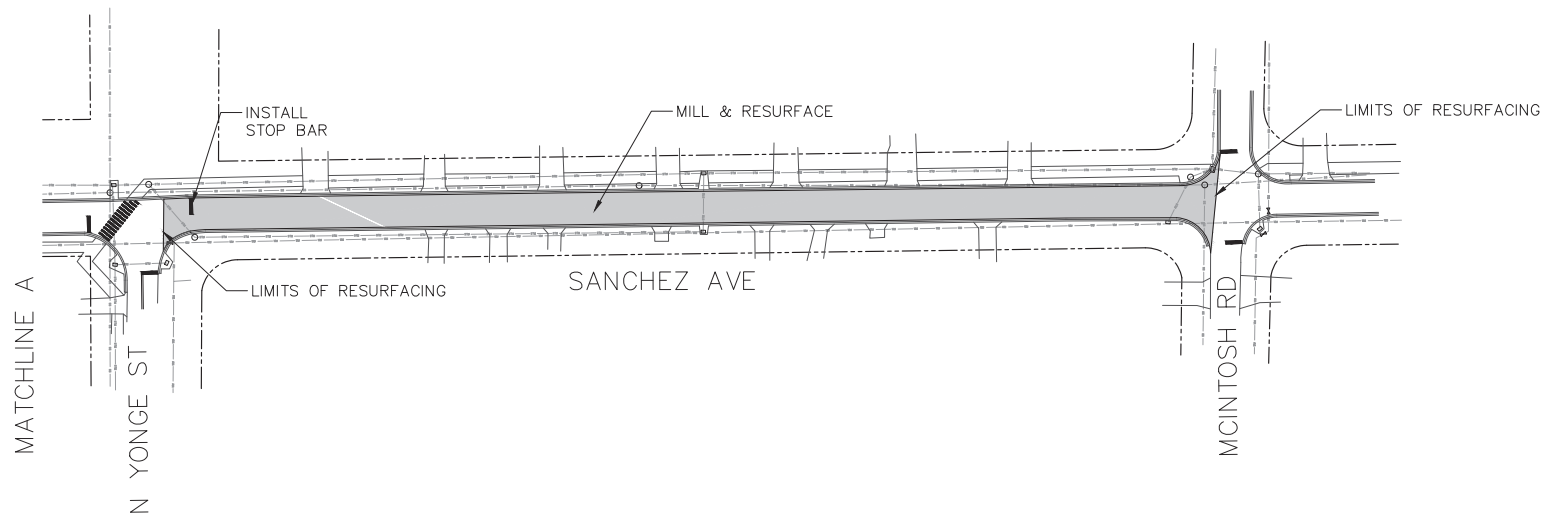
BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

WILMETTE LN

DATE: 4/13/23
SCALE: 1"=40'
DRAWN BY: MC

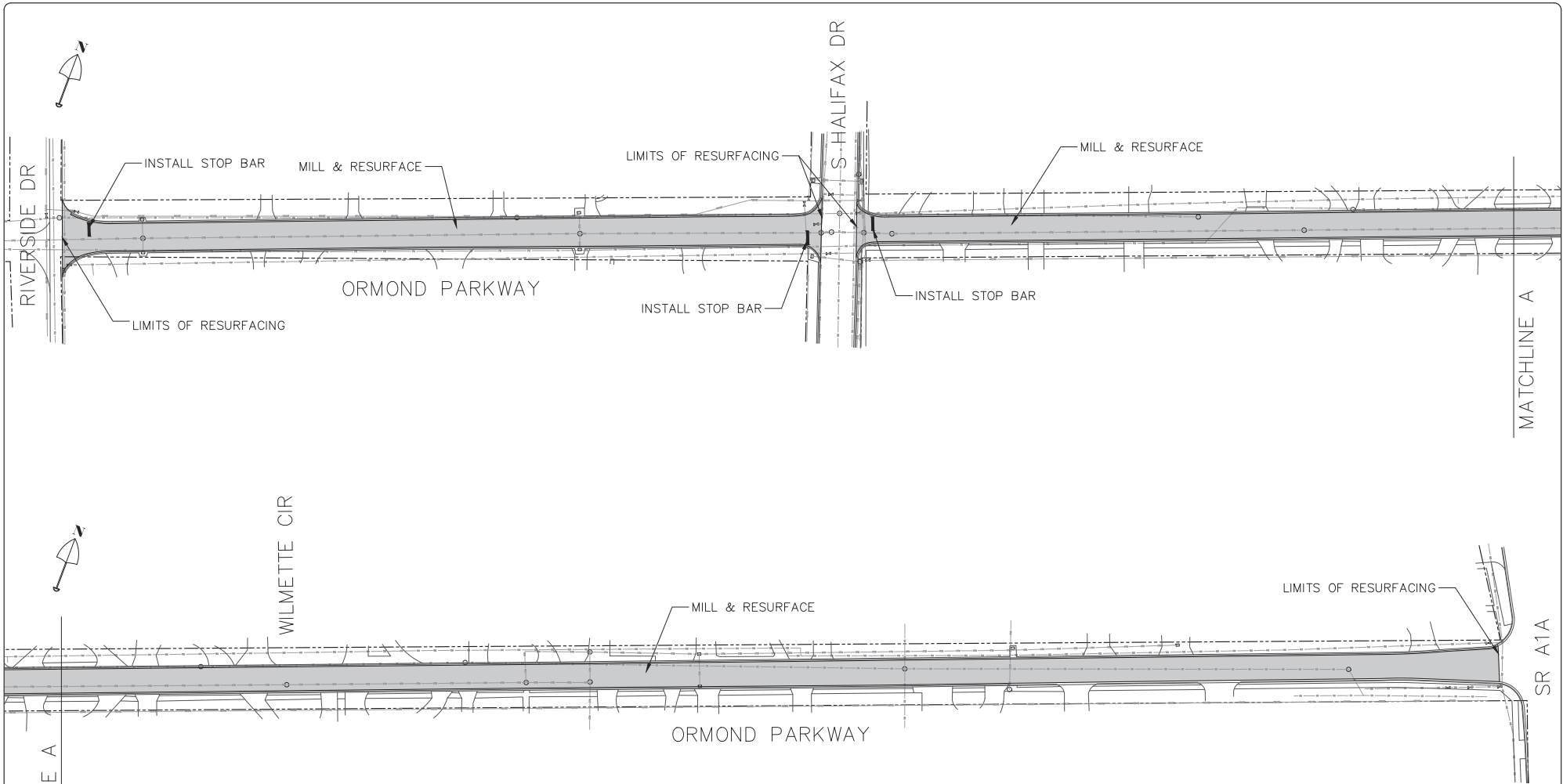
PROJECT NO.: 2023-27
FILE NAME:
SHEET: 5 of 18



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	187 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	19 TONS	8.	SIDEWALK	- LF
3.	MILL	2222 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS	
☐	DRAFT
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☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2023 ROAD RESURFACING	SANCHEZ AVE	DATE: 4/13/23	PROJECT NO.: 2023-27
					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 6 of 18



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	530 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	53 TONS	8.	SIDEWALK	- LF
3.	MILL	6275 SY	9.	2' STOP BARS	36 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS
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CONSTRUCTION
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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		2023 ROAD RESURFACING	ORMOND PARKWAY	DATE:	4/13/23	PROJECT NO.:	2023-27
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	7 of 18



LIMITS OF
RESURFACING

MILL & RESURFACE

MILL & RESURFACE

OXBOW TRL

INSTALL
STOP BAR

MILL & RESURFACE

MILL & RESURFACE

OLD BARN TRL

INSTALL
STOP BAR

LIMITS OF
RESURFACING

QUANTITIES - SADDLE CREEK TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	254 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	25 TONS	8.	SIDEWALK	- LF
3.	MILL	3006 SY	9.	2' STOP BARS / HATCHING	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	20 LF	12.	TURN ARROWS	- EA

QUANTITIES - HORSESHOE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	146 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	15 TONS	8.	SIDEWALK	- LF
3.	MILL	1734 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	60 LF	12.	TURN ARROWS	- EA

QUANTITIES - OXBOW TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	65 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	769 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - COTTON SEED TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	73 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	863 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - OLD BARN TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	81 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	8 TONS	8.	SIDEWALK	- LF
3.	MILL	961 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - HAY BALE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	66 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	779 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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CONSTRUCTION	
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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

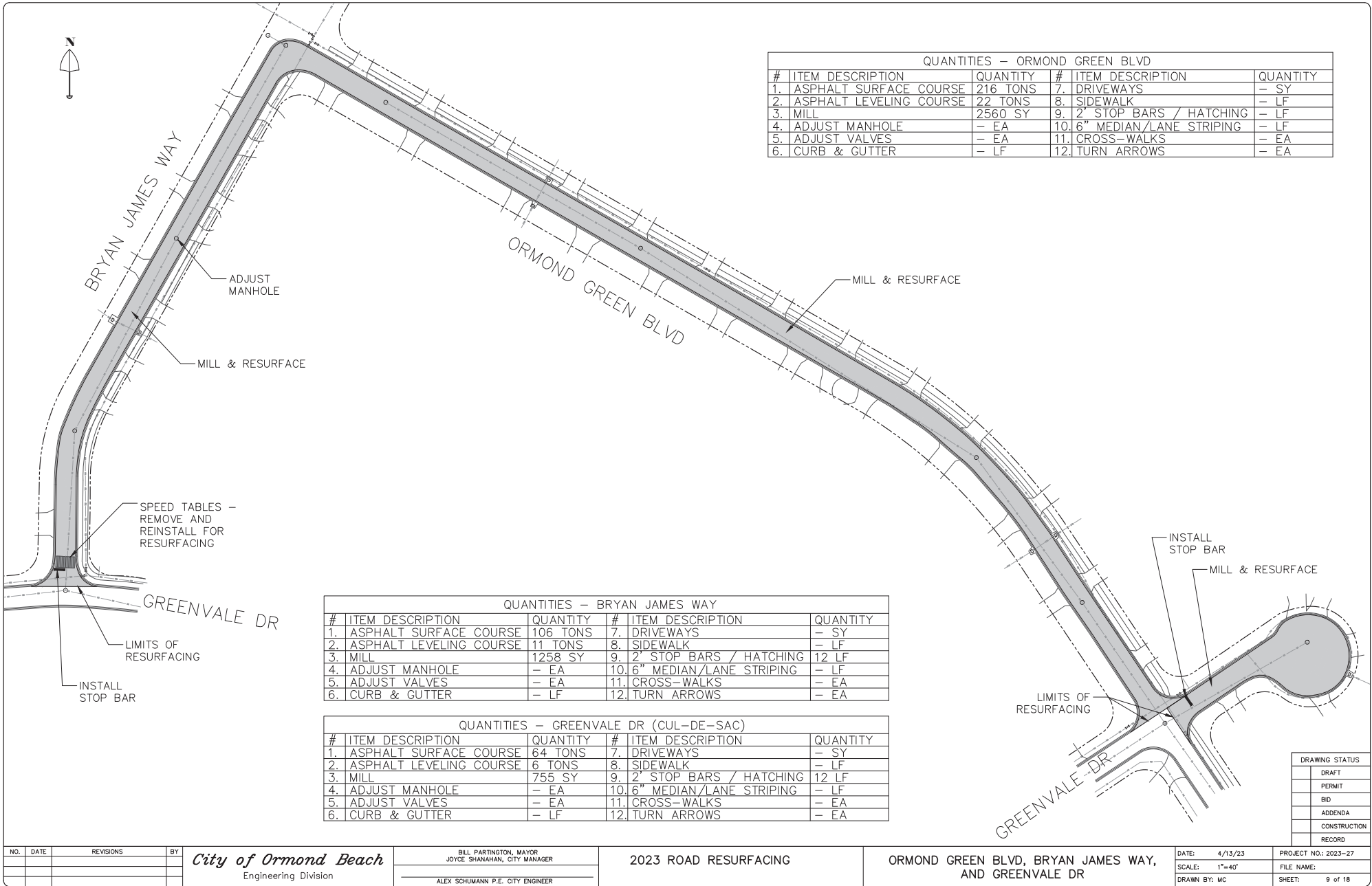
ALEX SCHUMANN P.E. CITY ENGINEER

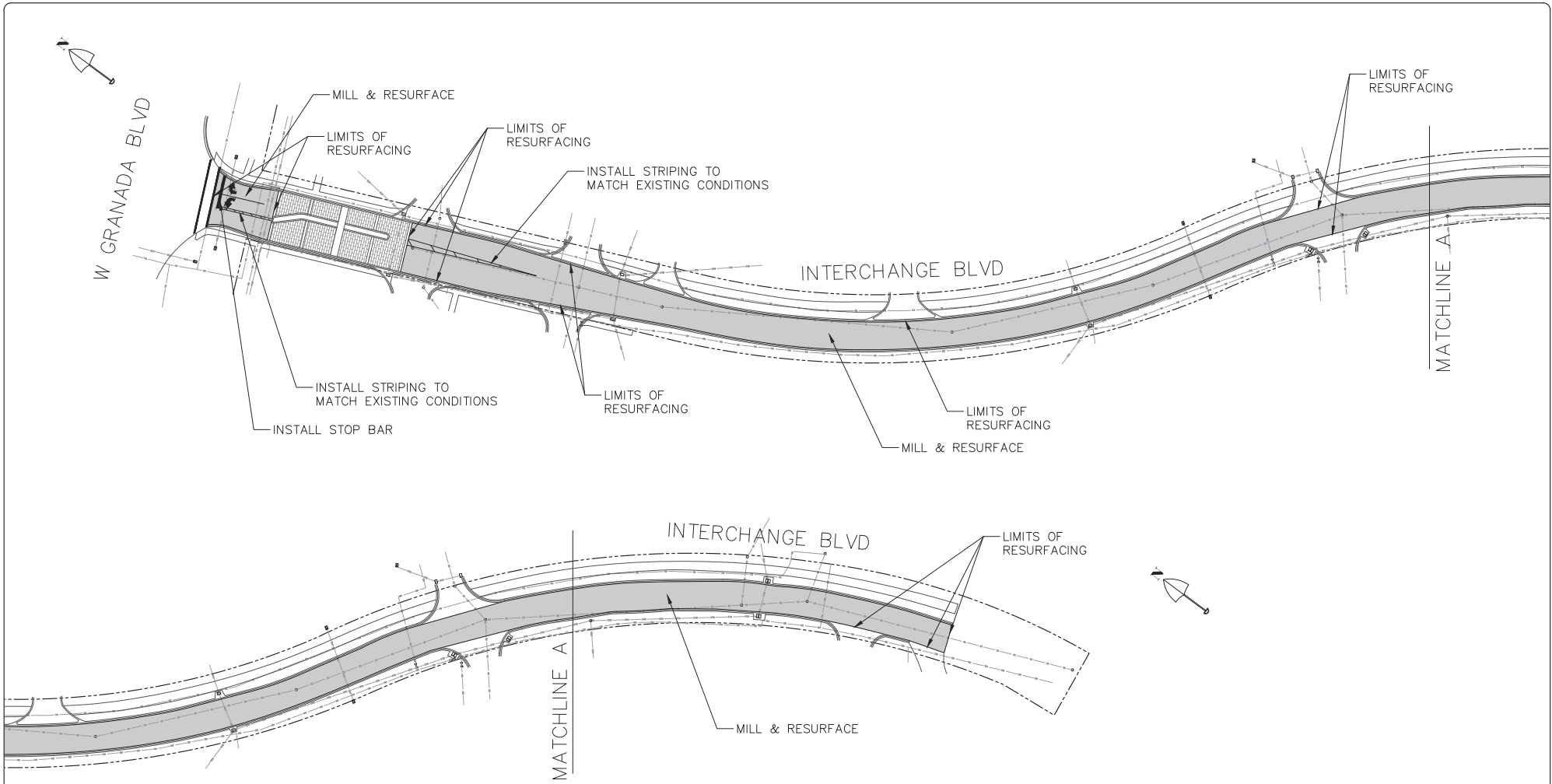
2023 ROAD RESURFACING

SADDLE CREEK, HORSESHOE, OXBOW,
COTTON SEED, OLD BARN, & HAY BALE

DATE: 4/13/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2023-27
FILE NAME:
SHEET: 8 of 18





QUANTITIES - INTERCHANGE BLVD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	323 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	32 TONS	8.	SIDEWALK	- LF
3.	MILL	3831 SY	9.	2" STOP BARS	28 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	385 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	2 EA

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

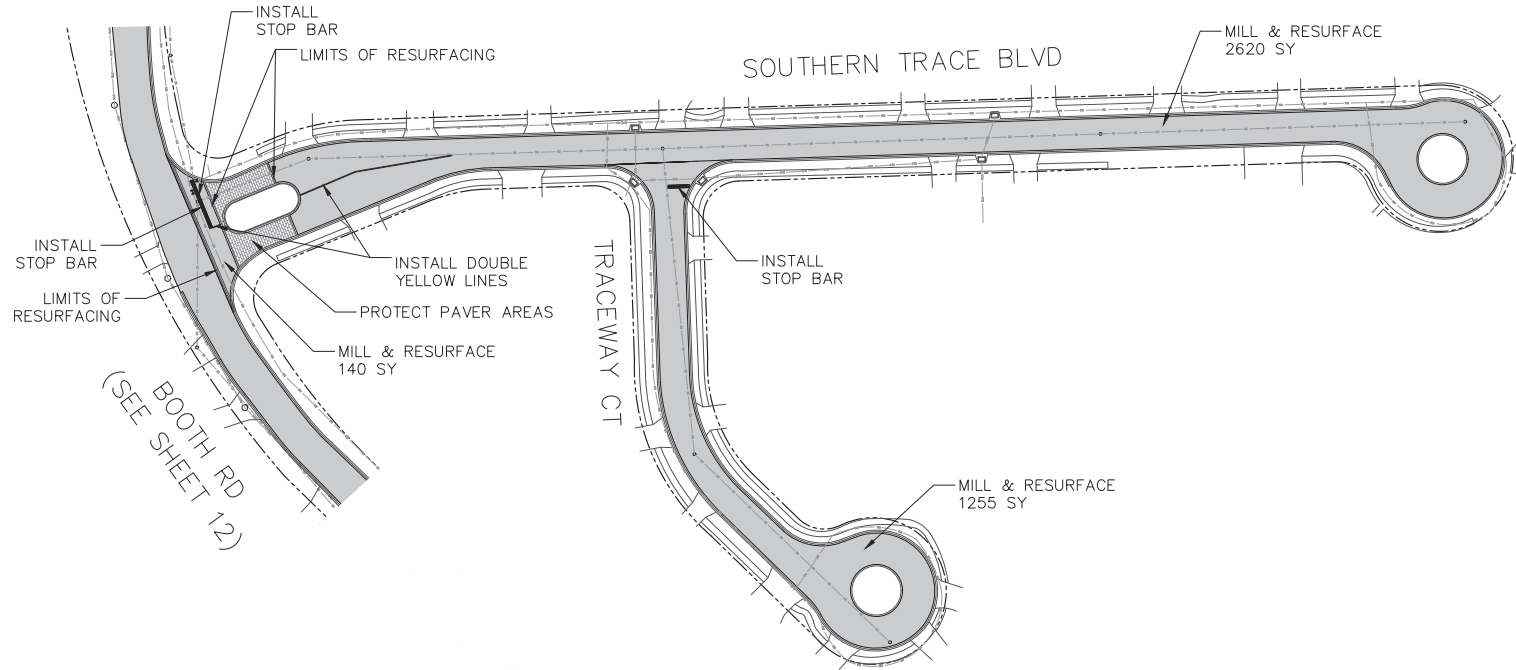
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

INTERCHANGE BLVD

DATE: 4/13/23
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DRAWN BY: MC

PROJECT NO.: 2023-27
FILE NAME:
SHEET: 10 of 18



QUANTITIES – SOUTHERN TRACE BLVD

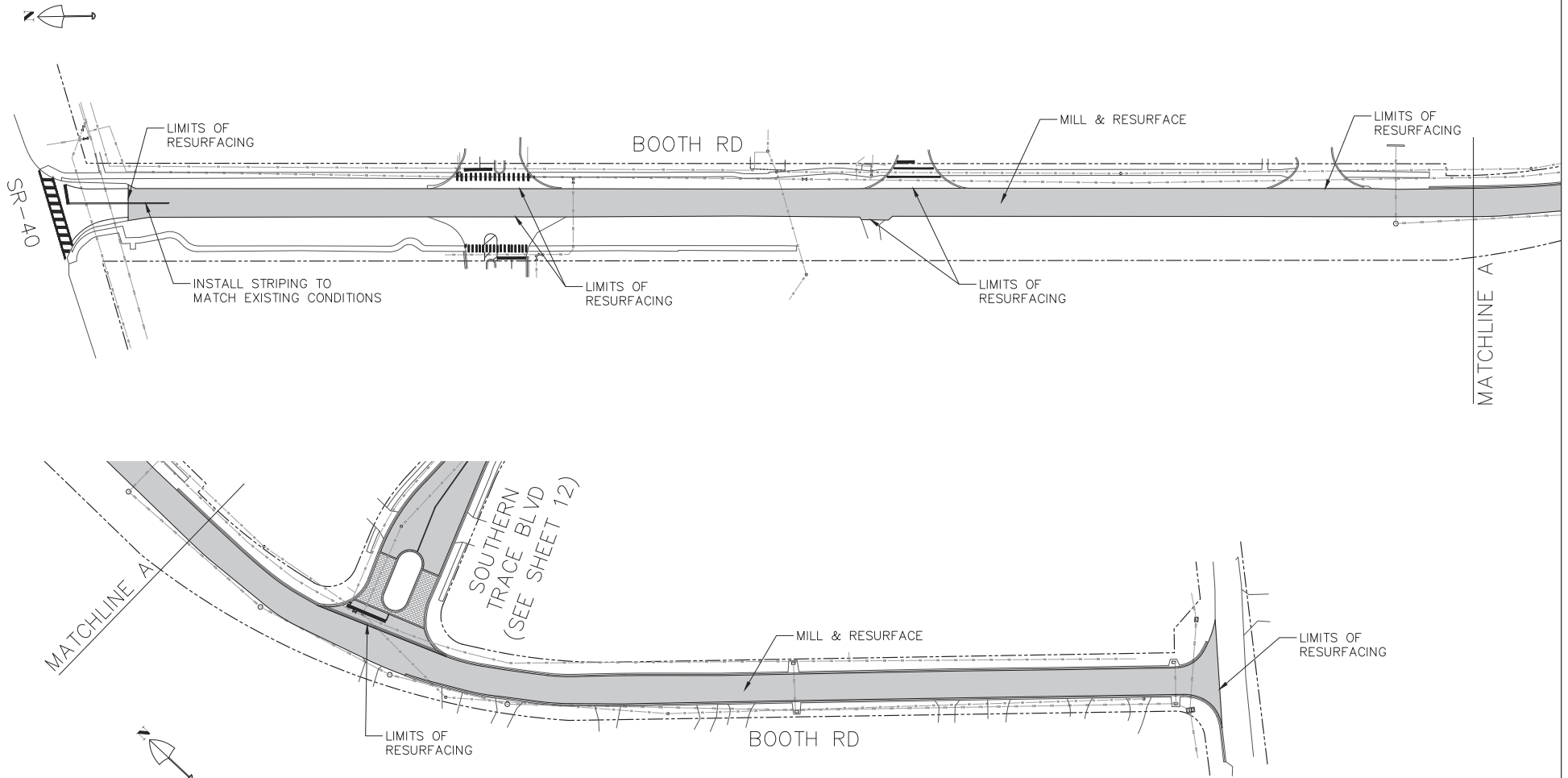
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	224 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	24 TONS	8.	SIDEWALK	– LF
3.	MILL	2650 SY	9.	2' STOP BARS	35 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	228 LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – TRACEWAY CT

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	108 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11 TONS	8.	SIDEWALK	– LF
3.	MILL	1378 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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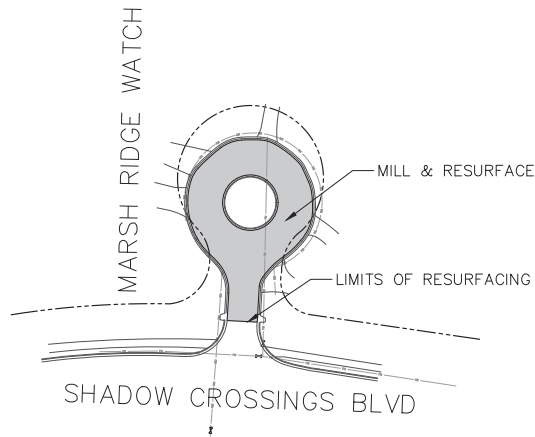
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	SOUTHERN TRACE BLVD & TRACEWAY CT	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 11 of 18
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QUANTITIES - BOOTH RD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	488 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	49 TONS	8.	SIDEWALK	- LF
3.	MILL	5782 SY	9.	2" STOP BARS	- LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	70 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

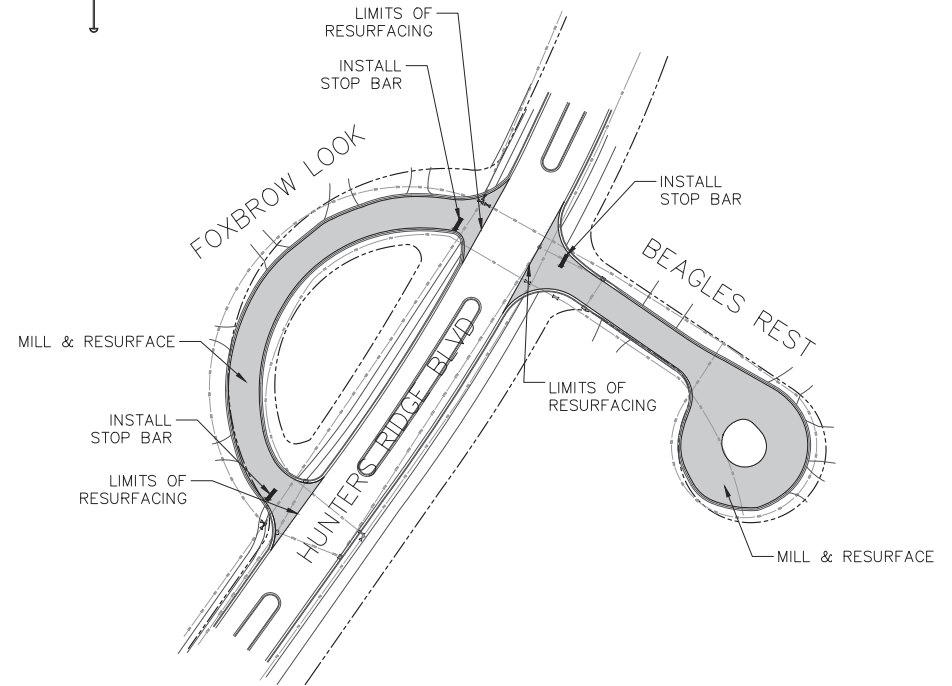
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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		2023 ROAD RESURFACING		BOOTH RD		DATE: 4/13/23	PROJECT NO.: 2023-27
				BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER						SCALE: 1"=40'	FILE NAME:
				ALEX SCHUMANN P.E. CITY ENGINEER						DRAWN BY: MC	SHEET: 12 of 18



QUANTITIES – MARSH RIDGE WATCH

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	59 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	6 TONS	8.	SIDEWALK	- LF
3.	MILL	702 SY	9.	2' STOP BARS	- LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	25 LF	12.	TURN ARROWS	- EA



QUANTITIES – FOXSBROW LOOK

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	67 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	797 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES – BEAGLES REST

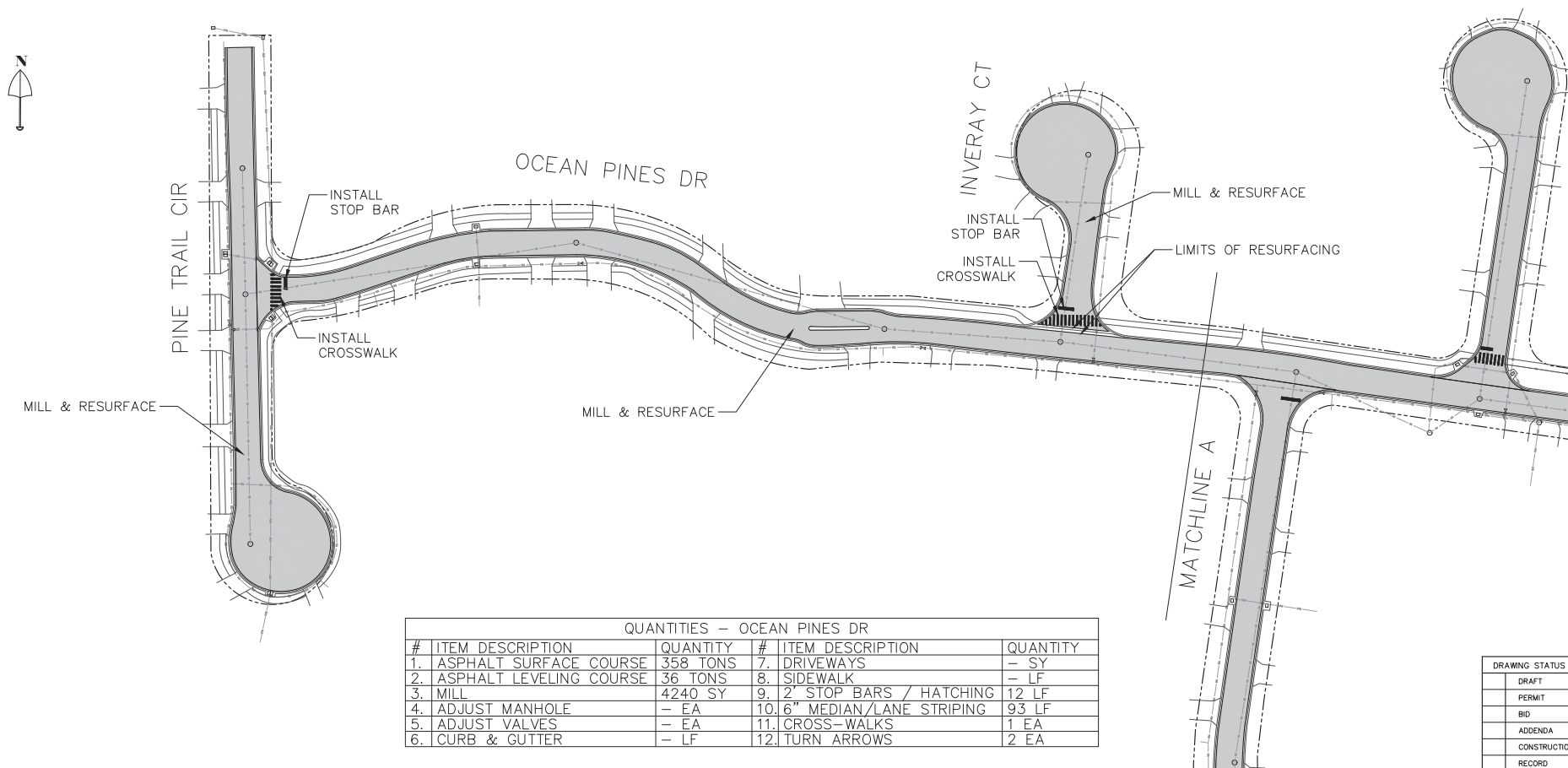
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	81 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	8 TONS	8.	SIDEWALK	- LF
3.	MILL	959 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	MARSH RIDGE WATCH, FOXSBROW LOOK & BEAGLES REST	DATE:	4/13/23	PROJECT NO.:	2023-27
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	13 of 18

QUANTITIES - PINE TRAIL CIR				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	74 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK
3.	MILL	1387 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS

QUANTITIES - INVERAY CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	74 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK
3.	MILL	875 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS



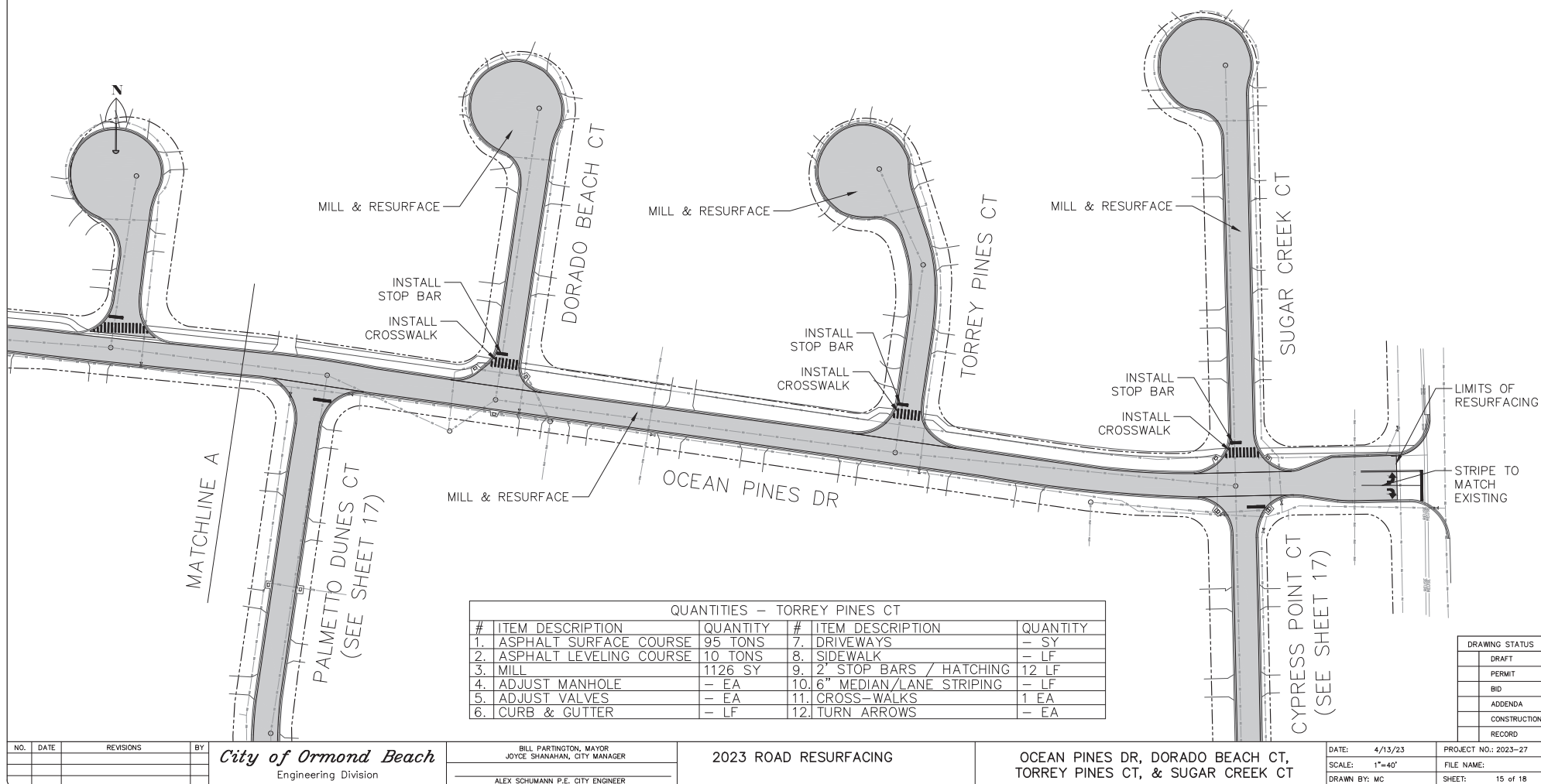
QUANTITIES - OCEAN PINES DR				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	358 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	36 TONS	8.	SIDEWALK
3.	MILL	4240 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		2023 ROAD RESURFACING	OCEAN PINES DR, PINE TRAIL CIR, & INVERAY CT	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 14 of 18
				BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER					
				ALEX SCHUMANN P.E. CITY ENGINEER					

QUANTITIES - DORADO BEACH CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	94 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	9 TONS	8.	SIDEWALK
3.	MILL	1112 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA

QUANTITIES - SUGAR CREEK CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	116 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	12 TONS	8.	SIDEWALK
3.	MILL	1376 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA

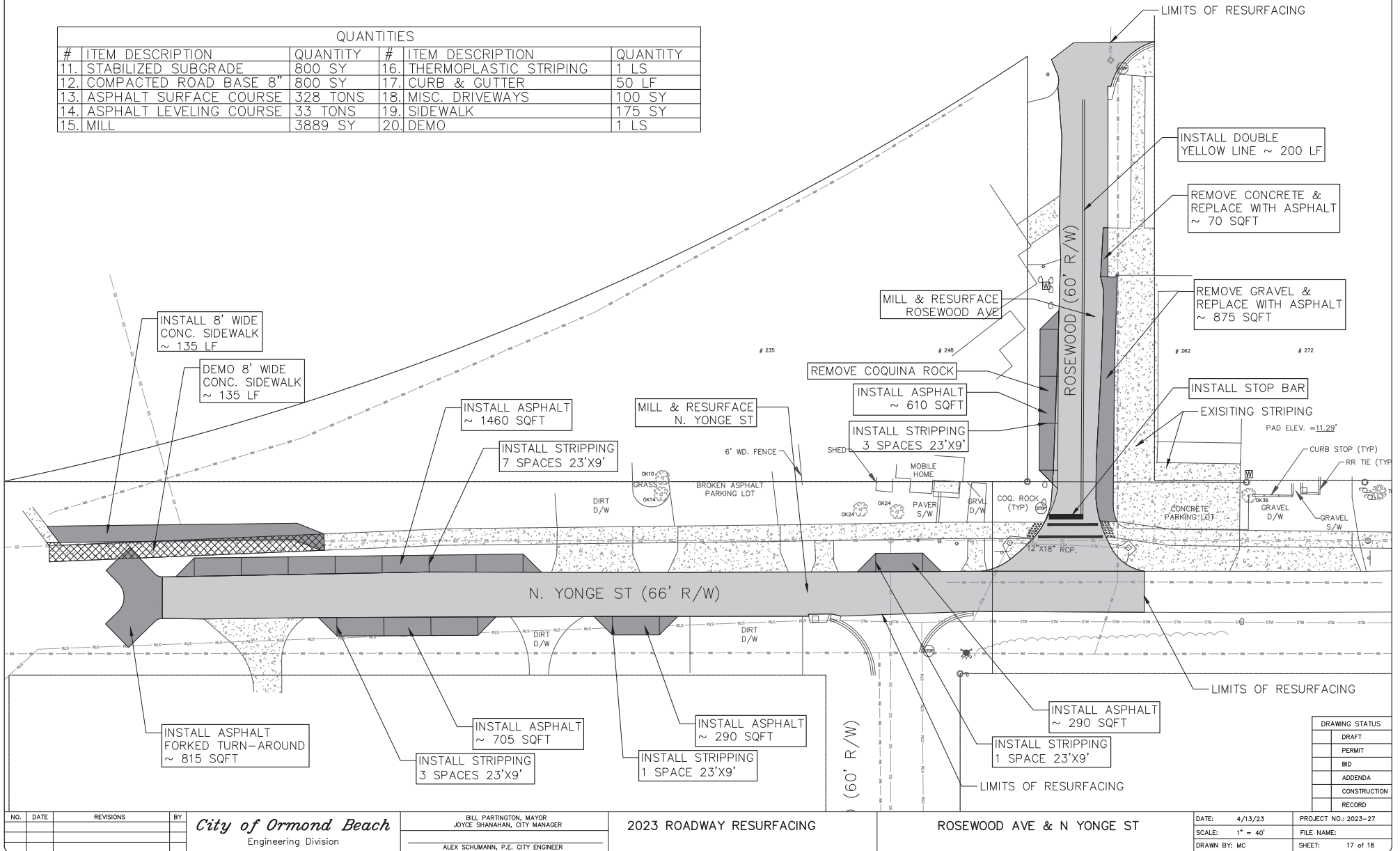


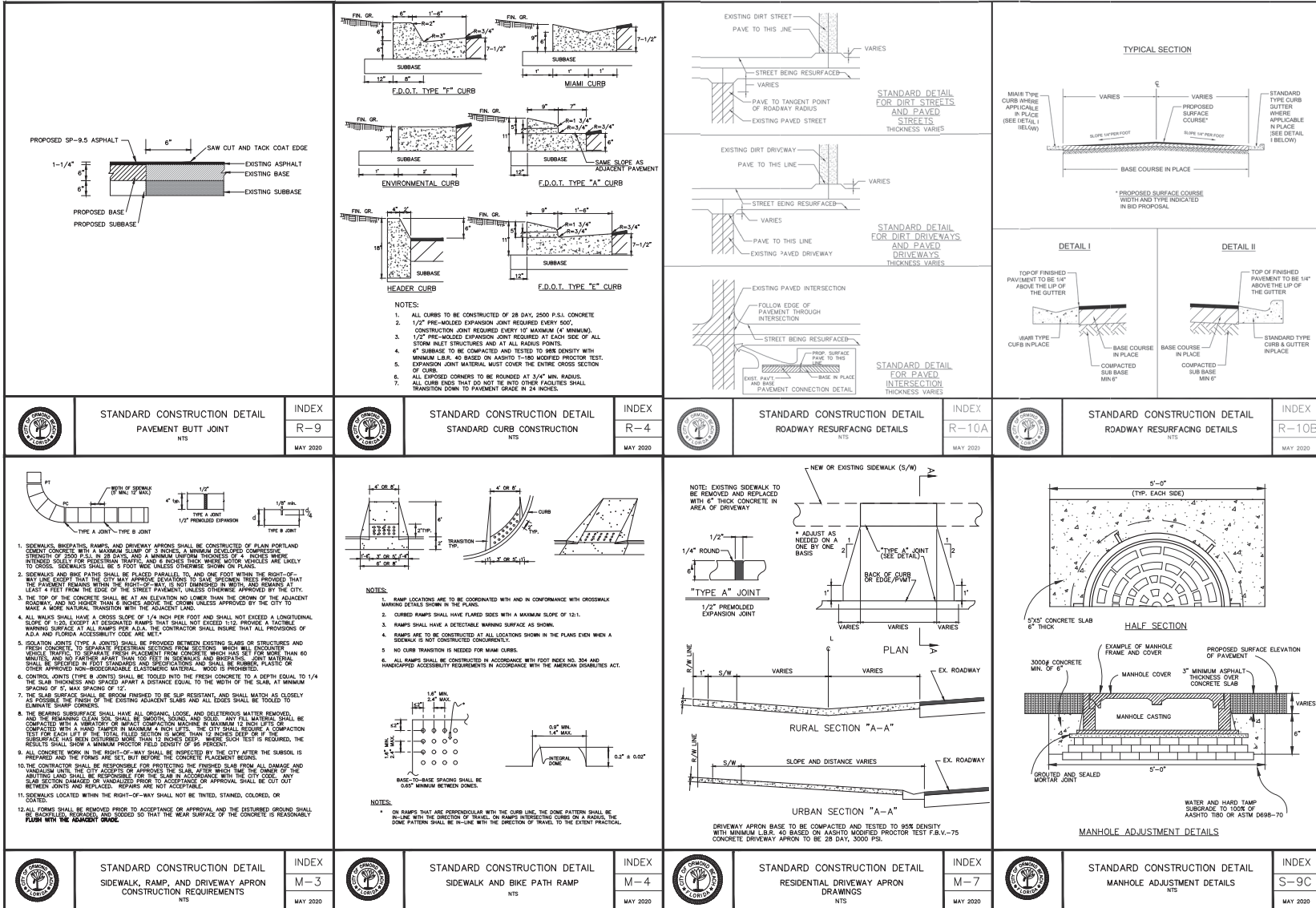
QUANTITIES - TORREY PINES CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	95 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	10 TONS	8.	SIDEWALK
3.	MILL	1126 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	OCEAN PINES DR, DORADO BEACH CT, TORREY PINES CT, & SUGAR CREEK CT	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 15 of 18

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	STABILIZED SUBGRADE	800 SY	16.	THERMOPLASTIC STRIPING	1 LS
12.	COMPACTED ROAD BASE 8"	800 SY	17.	CURB & GUTTER	50 LF
13.	ASPHALT SURFACE COURSE	328 TONS	18.	MISC. DRIVEWAYS	100 SY
14.	ASPHALT LEVELING COURSE	33 TONS	19.	SIDEWALK	175 SY
15.	MILL	3889 SY	20.	DEMO	1 LS





NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

DETAILS

DATE:	4/13/23	PROJECT NO.:	2023-27
SCALE:	N.T.S.	FILE NAME:	
DRAWN BY:	MC	SHEET:	18 of 18

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2023 Road Resurfacing

Bid No. 2023-27



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

ROADWAY RESURFACING 2023

Ormond Beach, Florida

TABLE OF CONTENTS

<u>Section No.</u>	<u>Title</u>	<u>Pages</u>
BIDDING REQUIREMENTS		
00030	Advertisement for Bid	1 - 1
00100	Instructions to Bidders	1 - 9
00300	Bid	1 - 16
00410	Bid Bond	1 - 1
CONTRACT FORMS		
00500	Form of Agreement	1 - 5
00610	Performance Bond	1 - 2
00615	Payment Bond	1 - 2
00670	Opinion of Attorney	1 - 1
CONDITIONS OF CONTRACT		
00700	General Conditions	1 - 35
00800	Supplementary Conditions	1 - 7
L.W.	Lien Waiver	1 - 1
TECHNICAL SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work	1 - 5
01025	Measurement and Payment	1 - 9
01027	Applications for Payment	1 - 4
01040	Coordination	1 - 1
01050	Field Engineering	1 - 1
01200	Project Meetings	1 - 1
01400	Quality Control	1 - 1
01500	Temporary Facilities and Controls	1 - 5
01700	Contract Closeout	1 - 5
01710	Final Cleaning	1 - 2
01740	Warranties	1 - 2

ROADWAY RESURFACING 2023

Ormond Beach, Florida

TABLE OF CONTENTS (Continued)

<u>Section No.</u>	<u>Title</u>	<u>Pages</u>
DIVISION 2 - SITEWORK		
02200	Earthwork	1 - 6
02500	Paving	1 - 4
02511	Milling of Existing Asphalt Pavement	1 - 2
02580	Roadway Striping and Marking	1 - 1
02606	Grade Adjustment Of Existing Manholes	1 – 3
TP	Technical Provisions for Roadway Resurfacing	1 – 4

APPENDIX

Appendix A	Street Resurfacing List	1 - 1
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END
TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Road Resurfacing 2023 Bid No. 2023-27** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **May 30th at 2:00pm** 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: Resurfacing approximately 4.12 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement. 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 **May 17, 2023** at 2:00pm in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **May 24, 2023** at 5:00pm.

END OF SECTION

00030-1

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) 676-3297
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 prefilled with the ENGINEER. In this latter case, the bid shall state that the information has been prefilled. 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, Room 101
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:

2023 ROAD RESURFACING

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-27

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.)
2023 ROAD RESURFACING
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

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course S.P. 9.5	4811	Tons	\$	\$
2	Asphalt Concrete Leveling Course S.P. 9.5	482	Tons	\$	\$
3	Mill Existing Surface	57022	SY	\$	\$
4	Adjust Manhole to Grade	5	EA	\$	\$
5	Adjust Valves to Grade	6	EA	\$	\$
6	Thermoplastic Striping	1	LS	\$	\$
7	Curb & Gutter	150	LF	\$	\$
8	Miscellaneous Driveway	250	SY	\$	\$
9	Sidewalk	250	SY	\$	\$
10	Asphalt Millings	400	CY	\$	\$

TOTAL BASE BID

\$ _____
(Figures)

(Words)

ALTERNATE NO.1,

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
11	Stabilized Subgrade	800	SY	\$	\$
12	Compacted Road base (8")	800	SY	\$	\$
13	Asphalt Concrete Surface Course S.P. 9.5	328	Tons	\$	\$
14	Asphalt Concrete Leveling Course S.P. 9.5	33	Tons	\$	\$
15	Mill Existing Surface	3889	SY	\$	\$
16	Thermoplastic Striping	1	LS	\$	\$
17	Curb & Gutter	50	LF	\$	\$
18	Miscellaneous Driveway	100	SY	\$	\$
19	Sidewalk	175	SY	\$	\$
20	Mobilization/Demobilization	1	LS	\$	\$

TOTAL BID ALTERNATE

\$ _____
(Figures)_____
(Words)

BID (Cont'd.)
2023 ROAD RESURFACING
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 60 calendar days after the date when the Contract Time commences to run, and completed within 90 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 FOUR HUNDRED Dollars (\$ 400) 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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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.)
2023 ROAD RESURFACING
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

00300-16

**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 **2023 Road Resurfacing (Bid No. 2023- 27)** 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 _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of, resurfacing approximately 4.12 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

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

**2023 ROAD RESURFACING
BID NUMBER 2023-27**

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 **60** 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 **90** 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 Four Hundred Dollars (\$ 400.00) 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:

Roadway Resurfacing 2023

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of ___ sheets numbered 1 through ___ inclusive and bearing the following general title:

Roadway Resurfacing 2023

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 _____, 2023

OWNER City of Ormond Beach CONTRACTOR _____

By _____ By _____

Bill Partington
Mayor

(Title)

[CITY SEAL]

[SEAL]

Attest _____ Attest _____

Joyce A. Shanahan
City Manager

(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:

**Roadway Resurfacing 2023
Bid No. 2023-27**

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) Secretary

Principal

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

**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:

**Roadway Resurfacing 2023
Bid No. 2023-27**

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

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

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 _____, 2023.

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 _____, 2023.

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: **2023 Roadway Resurfacing**
Bid Number 2023-27

The work consists of, resurfacing approximately 4.12 miles of streets in various location of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

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

Asphaltic Concrete Surface Course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 2

Asphaltic concrete leveling course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 3

Milling Existing Surface

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 4**Adjust Manholes to Final Grade**

Measurement: Measurement for adjusted manholes shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting manhole covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the manhole ring and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary manhole adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand as specified by OWNER.

Bid Item No. 5**Adjust Valve Box & Cover to Final Grade**

Measurement: Measurement for adjusted valve box and cover shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting valve covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the valve box and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary valve adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand specified by OWNER.

Bid Item No. 6**Thermoplastic Striping & Reflective Markers**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street. A typical striping arrangement is shown in Appendix B. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 7**Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 8**Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No. 9**Sidewalk**

Measurement: Constructed sidewalk shall be measured in square feet (SF) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square feet (SF) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

Bid Item No. 10**Asphalt Millings**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one and one half (1.5) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and

surrounding properties. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 11 **Stabilized Subgrade**

Measurement: The quantity for payment shall be per Square Yards as measured along the road sub-grade surface for properly compacted sub-grade soils material up to a depth (but no less than) of 24-inches.

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 No. 12 **Furnish and Install Compacted Road Base**

Measurement: The quantity for payment shall be per Square Yards as measured along the road-base surface for properly compacted road-base material of no less than 8-inches depth.

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 No. 13 **Asphaltic Concrete Surface Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 14 **Asphaltic concrete leveling course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be

made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 15 **Milling Existing Surface**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 16 **Thermoplastic Striping & Reflective Markers**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street. A typical striping arrangement is shown in Appendix B. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 17**Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 18**Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No. 19**Sidewalk**

Measurement: Constructed sidewalk shall be measured in square feet (SF) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square feet (SF) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

Bid Item No. 20**Mobilization/Demobilization**

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

END OF SECTION

01025-9

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 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 procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

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 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, he 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:

As directed by the ENGINEER:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

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

01700-5

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 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02511
MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work consists of removing existing asphaltic concrete pavement to lower the finished grade prior to resurfacing and includes the removing of the milled asphaltic concrete pavement, transporting it off the site and disposing of it. The extent of milling will be determined in the field by the ENGINEER

1.02 QUALITY ASSURANCE

All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

PART 2 - PRODUCTS

2.01 MILLING MACHINE

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls which will operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture.

The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. Where indicated on the plans, removal shall be to a specified depth and shall produce a specified cross slope.

The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by

an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration of depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Prewetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable fine material. The operation shall be conducted in a manner so as to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be constructed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the ENGINEER determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the ENGINEER, shall be corrected by the CONTRACTOR at no additional compensation.

The ENGINEER may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

3.03 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas.

END OF SECTION

SECTION 02580 ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all "stop" intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02606
GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

SECTION TP

TECHNICAL PROVISIONS FOR ROADWAY SURFACING AND RESURFACING

TP-01 GENERAL

All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" 1966 Edition, and "Roadway and Traffic Design Standards" 1966 Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards. In the event of conflict between the Standards and these technical provisions, these technical provisions shall govern. Reference to Article numbers hereinafter apply to the FDOT Standard Specification.

Reference in the FDOT Standards to the Department or its representatives shall be interpreted for this contract to be the OWNER and/or OWNER's Engineer or their authorized representatives.

STANDARD SPECIFICATIONS

Sections of the Standard Specifications shall be supplemented or clarified as follows:

TP-02 GRADING

There may be minor shoulder grading in order to obtain the required width of resurfacing. This may be accomplished by peeling back of overburden grass, etc., by grader or any other acceptable means. Work efforts to accomplish a finished and acceptable project shall include but not be limited to:

1. Picking up of grass or other vegetation and disposing of same in areas provided by the CONTRACTOR and approved by the ENGINEER.
2. Excavation of earth as required to expose and resurface the existing base and removal of this excavated material to a location provided by the CONTRACTOR and approved by the ENGINEER.

Clean up of debris, grass and soils resulting from the above operation will be the responsibility of the CONTRACTOR. Said clean-up, raking etc., shall be completed on each location BEFORE moving to the next location.

Payment for said grading shall be included in the contract price for tonnage asphalt, as there will be no separate payment for same. The CONTRACTOR may use clean dirt to backfill against street edges.

Placing of additional material to build-up shoulders to suit new pavement will be the responsibility of the CONTRACTOR. The CONTRACTOR will be responsible for eliminating any hazard caused by high pavement edges resulting from the new paving operation.

TP-03 TESTING BY CONTRACTOR

For any asphaltic concrete surface course, the mix design (certified by a commercial laboratory) shall be submitted to the ENGINEER for approval at the pre-construction conference. During plant operation, plant control (certified in writing) by a commercial testing laboratory will be required. The Plant Inspector should be trained in proper methods of material sampling and testing and all phases of plant operations. He shall have at least one assistant trained in sampling and testing. A minimum of two extraction and stability tests will be conducted for each day's operation. All testing shall be at the CONTRACTOR's expense and will be included in the Unit Price for Asphaltic Concrete.

It will be required that the testing laboratory performing plant control certify in writing, truck weights of asphaltic concrete material on all contracts let on a tonnage basis.

TP-04 SCHEDULING OF WORK ON NON-WORK DAYS

Work shall be discontinued Saturdays, Sunday, and all legal and/or City designated holidays except for special operations that may be necessary in order to maintain, check and protect work already performed. If it becomes necessary for the CONTRACTOR to perform work on Saturdays, Sundays, or holidays, and such work, in the opinion of the ENGINEER, will require the presence of the Inspector, the CONTRACTOR shall pay the OWNER the amount of Two Hundred dollars (\$200.00) per eight-hour day for each Inspector given such assignment.

TP-05 CHANGES IN WORK

The owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the work twenty five (25%) percent of the total quantities an/or costs. It is anticipated that certain roads may be added/or deleted.

TP-06 PROJECT SIGNS

Project signs will be supplied by the CONTRACTOR and it will be the responsibility of the CONTRACTOR to place these signs at each location prior to beginning work. Placement of signs will be the discretion of the OWNER's Representative.

TP-07 SILO STORAGE

Silo usage will be acceptable for a maximum storage time of 24 hours.

TP-08 LEVELING

Leveling course to be applied by either motor grader or paving machine at the discretion, and satisfaction of the ENGINEER or his authorized representative.

TP-09 TEMPORARY TRAFFIC STRIPING

The Standard Specification for Road and Bridge Construction approved and adopted 1988 and the Manual on Uniform Traffic Control Devices 1986 by the Florida Department of Transportation covering temporary traffic striping shall be used in the control of this item.

1. Painted temporary striping shall be placed on all streets with current striping at the end of each day's work. Finish striping shall be covered under a separate bid item.
2. No separate payment shall be made for temporary traffic striping. All costs for same shall be included in the contract price for asphaltic concrete.

TP-010 USE OF RECYCLED ASPHALT

Use of recycled asphalt pavement in job mix is not permitted.

TP-011 PROGRESS OF WORK

The CONTRACTOR may not pull off the project once paving has commenced until all joints are closed to the satisfaction of the ENGINEER and the roadway has sufficient striping to insure safety to the public.

The use of two paving crews will require a minimum of three working days notice to the ENGINEER prior to start of second crew.

TP-012 ASPHALTIC CONCRETE SURFACE COURSE, TYPE I, WITH OR WITHOUT LEVELING COURSE, STATE ROAD DEPARTMENT OF FLORIDA SPECIFICATIONS, MODIFIED.

The Standard Specifications for Road and Bridge Construction approved and adopted 1966 by the Florida State Road Department, covering Asphaltic Concrete Surface Course, Type I, will be used in the control of this item, with the following exceptions:

1. All testing of materials and the determination of the job-mix formula will be done by a commercial testing laboratory in accord with these specifications. A job-mix formula shall be submitted to the City ENGINEER before any materials are placed on the job site. (See TESTING under Section TP-03).
2. The job-mix formula shall be comprised of materials as specified in Section 331, Standard Specifications for Road and Bridge Construction, approved and adopted 1966, by the Florida State Road Departments.
3. Tack Coat material shall be emulsified asphaltic Grades RS-1 or RS-2 only meeting the requirements of 916-4 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction Edition of 1977.

4. Tack Coat material will not be paid for directly. All cost of Tack Coat material and work in connection with application of same shall be included in the contract unit price for the Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified).
5. No separate payment shall be made for Bituminous Materials. All cost for same shall be included in the contract price for Asphaltic Concrete Surface Course, Type I, with or without Leveling.
6. PAYMENT SHALL BE MADE UNDER:

Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified), PER TON. Printed scale tickets are to be furnished with each load of asphalt delivered to the job site.
7. All sand or local material must have 100% passing the #16 sieve. All sand or local material stock piles must be approved by the ENGINEER.

TP-013 LOCATION MAP AND ROADWAY RESURFACING DETAILS

Appendices A & B

TP-014 PERMANENT TRAFFIC STRIPING

Permanent traffic striping shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" 1996 Edition, Section 711. All striping shall be thermoplastic traffic striping and markings as per Standards.

Separate payment will be made for permanent traffic striping as designated in the Bid proposal and on the basis as described under Measurement and Payment.

TP-015 ADJUSTMENT OF MANHOLES AND VALVE BOXES

All manholes and valve boxes shall be adjusted to match finished asphaltic surfaces. A separate bid item is provided for the adjustment of manholes. No separate payment will be made for the adjustment of valve boxes.

END OF SECTION

APPENDIX “A”
Street Resurfacing List

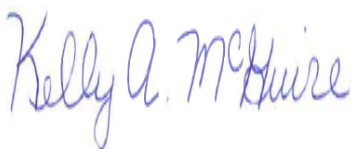
Name	FrSegment	ToSegment	Milling	Pavement Application Thickness (Inches)	Curb & Gutter Replacement
WILMETTE AVE	N. YONGE ST	N. RIDGEWOOD AVE	Full Width	1.5	As- Directed
WILMETTE AVE	N. RIDGEWOOD AVE	N. BEACH ST	Full Width	1.5	As- Directed
SANCHEZ AVE	MCINTOSH RD	N. YONGE ST	Full Width	1.5	As- Directed
ORMOND PKWY	S. ATLANTIC AVE	RIVERSIDE DR	Full Width	1.5	As- Directed
SADDLE CREEK TRL	S. FORTY TRL	CLYDE MORRIS BLVD	Full Width	1.5	As- Directed
HAY BALE TRL	SADDLE CREEK TRL	CUL-DE-SAC	Full Width	1.5	As- Directed
OLD BARN TRL	SADDLE CREEK TRL	CUL-DE-SAC	Full Width	1.5	As- Directed
COTTEN SEED TRL	SADDLE CREEK TRL	CUL-DE-SAC	Full Width	1.5	As- Directed
OX BOW TRL	SADDLE CREEK TRL	CUL-DE-SAC	Full Width	1.5	As- Directed
HORSESHOE TRL	SADDLE CREEK TRL	CUL-DE-SAC	Full Width	1.5	As- Directed
ORMOND GREEN BLVD	GREENVALE DR	BRYAN JAMES WAY	Full Width	1.5	As- Directed
GREENVALE DR EB	ORMOND GREEN BLVD	EAST TO CUL-DE-SAC	Full Width	1.5	As- Directed
BRYAN JAMES WAY	GREENVALE DR	ORMOND GREEN BLVD	Full Width	1.5	As- Directed
INTERCHANGE BLVD	SR 40	OLD TOMOKA RD	Full Width	1.5	As- Directed
SOUTHERN TRACE BLVD	BOOTH RD	CUL-DE-SAC	Full Width	1.5	As- Directed
TRACEWAY CT	SOUTHERN TRACE BLVD	CUL-DE-SAC	Full Width	1.5	As- Directed
BOOTH RD	SR 40	OLD TOMOKA RD	Full Width	1.5	As- Directed
BEAGLES REST	HUNTERS RIDGE BLVD	CUL-DE-SAC	Full Width	1.5	As- Directed
MARSH RIDGE WATCH	SHADOW CROSSINGS BLVD	CUL-DE-SAC	Full Width	1.5	As- Directed
FOXBROW LOOK	HUNTERS RIDGE BLVD	HUNTERS RIDGE BLVD	Full Width	1.5	As- Directed
OCEAN PINES DR	AIRPORT RD	PINE TRAIL CIR	Full Width	1.5	As- Directed
Sugar Creek Ct	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
Cypress Point Ct	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
Torrey Pines Ct	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
DORADO BEACH CT	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
Palmetto Dunes Ct	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
INVERRAY CT	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed
Pine Trail Ctr	OCEAN PINES DR	CUL-DE-SAC	Full Width	1.5	As- Directed

Note: All Measurements to be Field Verified by Contractor

Note: Blue Reflective Pavement Markers shall be installed for each fire hydrant on all resurfaced streets

Note: Thermoplastic Stop Bars to be installed at all intersection with stop signs

Note: Thermoplastic Cross walks to be installed at all intersection having sidewalk approaches

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.J
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Quality of Life - Other			
Department :	Leisure Services			
Subject:	Memorial Marker at Sanchez Park			
Budget Impact:	There is no budget impact.			
Summary:	Request from the Daughters of the American Revolution to place a memorial marker at Sanchez Park in honor of Francisco Sanchez.			
Recommended Action:	It is recommended that the City Commission approve the request from the Daughters of the American Revolution to place a memorial marker in Sanchez Park in honor of Francisco Sanchez.			
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279			
Approval:				
Kelly McGuire, Finance Director		4/14/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Robert Carolin, Leisure Services Director
Date: May 2, 2023
Subject: Memorial Marker at Sanchez Park
Commission Goal: Quality of Life - Other

Introduction

This is a request from the Daughters of American Revolution to place a memorial marker for Francisco Sanchez at Sanchez Park.

Background

Diana Sanchez Zimmerman from the Daughters of the American Revolution presented to the Leisure Services Advisory Board (LSAB) and the Quality of Life Advisory Board (QLAB) the request to place a memorial marker for her four-time great grandfather, Francisco Sanchez, at Sanchez Park. Mr. Sanchez was one of the only Florida Spanish patriots and was one of Florida's most successful planters whose life and career spanned three separate colonial regimes. His land stretched from the Diego Plains, north of St. Augustine, to St. Mary's River and west to St. Johns River. Mr. Sanchez was the only Spaniard with large property holdings to remain in East Florida under British rule. When Mr. Sanchez learned his countrymen were prisoners of the British, he offered to provide both clothing and food.

After Ms. Zimmerman's research, she found Mr. Sanchez had many ties to Volusia County. His aunt, Anna Maria Hill, and her husband, Samuel Williams, owned property called the Orange Grove that was sold to Mathias Day. His son's father in law, Henry Younge, operated the Three Chimneys' sugar mill in Ormond Beach.

Both the LSAB and the QLAB were in favor of placing a memorial marker for Francisco Sanchez at Sanchez Park.

Discussion

With the support from the LSAB and the QLAB, the Daughters of the American Revolution would like to request the approval from the City Commission for the

installation of a memorial marker in Sanchez Park to honor the memory of Francisco Sanchez, a Florida Spaniard patriot who played a significant role in our city and state history.

Budget Impact

There is no budget impact.

Citizen Impact

The memorial marker will enhance the City's position of recognizing and honoring Francisco Sanchez's contributions and legacy to our area.

Recommendation

It is recommended that the City Commission approve the request from the Daughters of the American Revolution to place a memorial marker in Sanchez Park in honor of Francisco Sanchez.

Attachments:

1. Sanchez Park Marker

Approvals:



Kelly McGuire, Finance Director

Date: April 14, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023



Francisco Xavier Sanchez

Daughters of the American Revolution
Historic Marker Program
To Honor Patriots

F. X. Sanchez Connections to Volusia County

1. His son, Juan Manuel Sanchez ,was awarded a 200 acres between Rose Bay, now Harbor Oaks, and the Halifax River in 1829.
2. His son, Francisco Roman Sanchez married Henry Yonge's daughter, Ponchetta. Henry Yonge sold his 850 acre land grant to investors from New Britain, Connecticut in 1873.
3. His aunt, Anna Maria Hill Williams, was married to Samuel Williams. After Samuel died his Orange Grove Plantation was sold to Mathis Day in 1870. Today that land grant is on South Beach Street in Daytona Beach.

Revolutionary America 1775-1783

Revolutionary War Patriot

Francisco Xavier Sanchez

Born in St. Augustine in 1736

Died in St. Augustine

October 31, 1807

DAR Captain James Ormond Chapter

William G. Pomeroy Foundation

Sanchez Family

Submitted by Pamela Diana Sanchez Zimmerman



Sanchez Family, 1956. 1

It's January 11, 2019 and I am ruminating about my family. You see, my dad, Leo Sanchez died on January 11, 2012. My brother died exactly a month later on February 11, 2012. So, the baby brother, my father is holding in the November 1956 photo, is in my thoughts today, too. In the Gilchrist county community, they were known as Father and Son. I was told this at the dentist office after they died. My dad didn't really know his dad very well. His parents divorced when he was a couple of years old and his brother was a few years older. After my brother was born, my grandfather gave him a life insurance policy to provide for college. I wanted to know why I didn't receive one. My Mother assured me I could go to college too, so don't worry about it. Patsy Cannon Sanchez, my mother, took the picture of that day. Thanks to my great grandmother, Laura Hamilton Sanchez, on the far left of the picture, I know who my great grandfather was. My grandmother, Essie Martin

Sanchez Kelly, complained to me one day that her mother-in-law named both of her children. Laura Hamilton Sanchez named the oldest son after her husband, Gad H. Sanchez. Laura also named my dad Thomas Leo Sanchez. Laura was Gadson H. Sanchez second wife. He married her sister, Sarah, first on December 25, 1879. Laura lived until 1963. I am the little girl in the 1956 Sanchez family photograph, and I was born in Plant City, Florida in 1952.



The picture of my grandparents Edgar and Essie Sanchez looks formal. They were born in 1901. Edgar died on June 13, 1978 and Essie died a year later on April 20, 1979. Edgar's second wife was Mildred and I don't know a lot about her. She was a school teacher at one time. She looked like a school teacher with her glasses and her hair was very long and always in a braid in a bun at the back of her neck.

Genealogy is a hobby and I am thankful for various research sites and their DNA tests.

The Sanchez family bible was researched for an article about my second great-grandfather, George Washington Sanchez and I copied the article from the Lake City public library when I worked at Fort White High School. I moved to Bell, Florida in 2006 to care for my father and brother and lived there until 2014 when I retired from teaching.

Submitted by Pamela Diana Sanchez Zimmerman.



The roads and plantations south of St. Augustine and around Fort Matanzas. Redrawn from a map in the Claim of the Estate of Samuel Williams, No. 76,042, RG 217/347, National Archives. Graphics by Office of Academic Technologies.



Ana Maria Hill Williams Hernandez
(Courtesy, Flagler Museum, Bunnell)



Headstone-Tolomato Cemetery
(Photo by the author)



1845 map showing location of the Orange Grove Plantation with the sugar mill site – now Daytona Beach
From the Bureau of Land Management Records taken from *Florida Land Grants Atlas*, Volume 2, 2017, page 252, by



Stars and Stripes America 250!

Diana Sanchez Zimmerman Chair

Ana Maria Hill Williams sold the Orange Grove that later became Daytona Beach and married Joseph Hernandez in 1814. Our patriot, Francisco X. Sanchez was the nephew of Ana Maria and Joseph Hernandez. If you visit Bing's Landing on the Intracoastal in Flagler County, you will find a rendition of where they lived on a plantation called Mala Compra.

I view this site every time I stop at Captain's BBQ on the south end of Bing's Landing. Next door is Washington Oaks State Park, one of the two state gardens in Florida. This is where the daughter of Anna Maria and Joseph Hernandez settled with her husband, George L. Washington. Louisa's husband, George L. Washington was the grandson of George Washington's brother, John Hebel. Washington Oaks State Park is one of my favorite places to visit in all of Florida.

City of St. Augustine



Nation's Oldest City
Founded 1565

Los Floridanos

Florida's First European Families 1565-1763

"Los Floridanos" referred to the children born to the Spanish settlers of St. Augustine during the First Spanish Period (1565-1763). Translated it means "The Floridians" and record of this title can be found in many Spanish Government documents, including the Spanish censuses of the time.

In 1565, Pedro Menéndez de Avilés, along with 600 soldiers and colonists, arrived in "La Florida" to explore and colonize for Spain. The settlers who arrived during the First Spanish Period, whose last names included Aguilar, Díaz, Rodríguez, Sánchez, and Solana, began their new lives in the Presidio de San Agustín. Enduring the Florida elements, diseases, fires, and attacks by pirates, French, English, and Native Americans, their efforts established St. Augustine as the first continuously occupied European city in the United States.

In 1763, Spain ceded the Florida Colony to Britain after the Seven Years War, ending the First Spanish Period. The majority of the Spanish St. Augustine residents, approximately 3,100, relocated to Cuba. Only a few "Los Floridanos" remained in St. Augustine to handle unsold property and settle affairs, two of these were Manuel Solana and Francisco Sánchez. Their descendants still reside in St. Augustine.



Solana



Sánchez



Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.K
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	2023 Floodplain Management Annual Progress Report			
Budget Impact:	There is no budget impact on the City of Ormond Beach.			
Summary:	This item provides public notice of the City's 2023 update to the Annual Floodplain Management Plan Progress Report.			
Recommended Action:	Staff recommends acceptance of the 2023 update to the Annual Floodplain Management Plan Progress Report.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		4/10/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: 2023 Floodplain Management Annual Progress Report
Commission Goal: Transportation & Community Development - Other

Introduction

This disposition item provides public notice of the City's 2023 update to the Annual Floodplain Management Plan Progress Report.

Background

On October 2, 2018, the City adopted the 2018 Volusia County Integrated Floodplain Management Plan. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide individual jurisdictional plans. The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) recently updated in 2020.

The City has been a participant in the Volusia County LMS initiative since 1998. The LMS was created and adopted to more effectively plan disaster related responses and provide mitigation initiatives designed to reduce hazards and/or to protect people and property when hazards do occur. The Volusia County Multi-Jurisdictional LMS was updated and found in compliance with the federal hazard mitigation planning standards. On May 12, 2020, by Resolution 2020-45, the City Commission formally adopted the five-year update of the Volusia County LMS which includes the Volusia County Integrated Floodplain Management Plan and the County's Flood Response Plan.

To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the project implementation is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided.

Additionally, the City updated the Program for Public Information (PPI) with 10 other

Volusia County CRS communities. The PPI Plan is a countywide public outreach program to promote awareness of flood issues. On January 5, 2021, the City Commission adopted the Volusia Multi-Jurisdictional PPI Plan. The adopted plan is a 5-year update to the outreach projects and measurable outcomes through detailed analysis. On February 17, 2023, the Multi-Jurisdictional PPI Committee held its annual evaluation meeting regarding the Plan and any need for revisions. A data analysis was conducted and no new recommendations were made to modify the outreach objectives and measures (see attached Program for Public Information Annual Report).

Discussion

Attached is the annual progress report on the status of the Integrated Floodplain Management Plan implementation which is required to continue participation in the National Flood Insurance Program (NFIP). This annual progress report also fulfills the Community Rating System (CRS) criteria, which qualifies Ormond Beach property owners in floodplains for reduced rates on flood insurance.

Budget Impact

There is no budget impact on the City of Ormond Beach.

Citizen Impact

The City is a CRS community and is currently rated as a six, which provides a 20 percent flood insurance discount to policy holders. Effective October 1, 2023, the property owners purchasing or renewing flood insurance policies **on or after October 1, 2023 will be eligible for a 25 percent discount due to an improvement in the CRS rating based on the audit conducted last year.** The City is able to receive additional points by participating in the development of the Volusia County Integrated Floodplain Management Plan to reduce flood damage, strengthen and support the NFIP insurance aspects, and encourage a comprehensive approach to flood management.

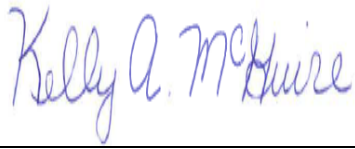
Recommendation

Staff recommends acceptance of the 2023 update to the Annual Floodplain Management Plan Progress Report.

Attachments:

1. 2023 Integrated FMP Annual Progress Report
2. 2023 MJ PPI Annual Progress Report

Approvals:



Kelly McGuire, Finance Director

Date: April 10, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023



CITY OF ORMOND BEACH

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To: Mayor Partington and City Commissioners

Thru: Steve Spraker, Planning Director

From: Becky Weedo, Senior Planner, CRS Coordinator

Subject: Floodplain Management 2023 Annual Progress Report

Date: May 2, 2023

Background

Staff has prepared this report for submittal for continued certification under the FEMA National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The NFIP provides federally supported flood insurance in communities that regulate development in floodplains. The City of Ormond Beach voluntarily participates in the NFIP Community Rating System (CRS) program which qualifies property owners in floodplains for reduced rates on flood insurance. Under the CRS, flood insurance premiums are discounted to reward community actions that: 1) Reduce flood damage to insurable property through planning and outreach; 2) strengthen and support the insurance aspects of the NFIP; and 3) encourage a comprehensive approach to floodplain management. FEMA recognizes Ormond Beach as a Class 6 CRS community which means that new and renewed flood policies in the Special Flood Hazard Area qualify for a 20% discount. Effective October 1, 2023, Ormond Beach will be improving to a Class 5 CRS community and National Flood Insurance Program policyholders will qualify for a 25% discount.

Floodplain Management Plan

On October 2, 2018, the City adopted the 2018 Volusia County Integrated Floodplain Management Plan. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide individual jurisdictional plans. The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) recently updated in 2020.

The City has been a participant in the Volusia County Local Mitigation Strategy (LMS) initiative since 1998. The LMS was created and adopted to more effectively plan disaster related responses and provide mitigation initiatives designed to reduce hazards and/or to protect people and property when hazards do occur. The Volusia County Multi-Jurisdictional LMS recently was updated and found in compliance with the federal hazard mitigation planning standards. On May 12, 2020, by Resolution 2020-45, the City Commission formally adopted the five-year update of the Volusia County LMS which includes the Volusia County Integrated Floodplain Management Plan and the County's Flood Response Plan.

To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the project implementation is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each

goal and objective's implementation provided.

Availability

Copies of the 2018 Volusia updated Integrated Floodplain Management Plan, the 2020 Volusia County Multi-Jurisdictional Hazard Mitigation Plan and this report can be obtained from the City of Ormond Beach Planning Department or on the City of Ormond Beach Floodplain Management website <http://www.ormondbeach.org/index.aspx?nid=243>. In addition, this report is being provided to the City of Ormond Beach Commission on May 2, 2023 and as a public document will be posted to the City of Ormond Beach website and copied to local media and the State of Florida NFIP Coordinating Official.

Status of Plan Implementation

The 2020 Volusia County Multi-Jurisdictional LMS was updated and found in compliance with the federal hazard mitigation planning standards. The City Commission formally adopted the five-year update of the Volusia County LMS which included the Floodplain Management Plan (FMP) pertaining to the City and the County's Flood Response Plan. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided:

Status of Integrated Floodplain Management Goals and Objectives	
Goal	Status
Countywide Goal 1: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain; City Objective 1: Protect human life and health; City Objective 2: Minimize or eliminate property damage; and City Objective 3: Minimize the need for future expenditure of public money for costly flood control response to and recovery from flood events.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, and the provisions of the Land Development Code which require water quality treatment volume, runoff attenuation, and compensating storage volume for fill planned to be placed inside the Special Flood Hazard Area. (On-going)
Countywide Goal 2: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provide assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems; Countywide Goal 3: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. City Objective 7: Ensure that potential buyers are notified that property is in an area of special flood hazard; and City Objective 8: Require the use of appropriate construction practices in order to prevent or minimize future flood damage.	Accomplished through the City's mapping information provided on the website http://www.ormondbeach.org/index.aspx?nid=243 , flood protection reference materials available in the Planning Department or City Island Library and distribution of flood information (On-going) . Additionally, the City updated the Program for Public Information (PPI) with 10 other Volusia County CRS communities. The PPI plan is a countywide public outreach program to promote awareness of flood issues. On January 5, 2021, the City Commission adopted the Volusia Multi-Jurisdictional Program for Public Information Plan. The adopted plan is a 5-year update to the outreach projects and measurable outcomes through a detailed analysis. On February 17, 2023, the Multi-Jurisdictional PPI Committee held its annual evaluation meeting regarding the Plan and any need for revisions. A data analysis was

Status of Integrated Floodplain Management Goals and Objectives	
	conducted and no new recommendations were made to modify the outreach objectives and measurements (see attached Program for Public Information Annual Report). (On-going)
Countywide Goal 4: Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding; Countywide Goal 5: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems; Countywide Goal 6: Utilize “Volusia Prepares” Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects; Countywide Goal 7: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts; and	The City was awarded FEMA funding to elevate the residence in the Thompson Creek flood area. (Completed 2011) Also, the City was awarded multiple FEMA grants for a combination of mitigation projects for the Laurel Creek drainage basin area to interconnect Central Park lakes 1-5 to Laurel Creek, reconstruct Hand Avenue, install a new drainage system to reduce flooding frequency, implement a system to drawdown more rapidly during extreme events using a pump station with an associated treatment pond and force main to the Halifax River. Also, Continuous Monitoring and Adaptive Control (CMAC) Technology was installed to control the lake levels. (Completed January 2014) The City Commission adopted the City’s Stormwater Master Plan on March 21, 2023. The plan identifies additional initiatives to alleviate flooding. (on-going) A Hazard Mitigation Grant Program award was received for replacing existing non-impact windows and doors at the Ormond Beach City Hall, Police Department, Fleet Operations, Public Works and Performing Arts Center. These five facilities which are vital before, during, and after a storm event are required to be protected so daily City operations are not impacted. (completed February 2023) Hazard Mitigation Grant Program funding for Hurricane Ian was announced on February 21, 2023 with an application deadline of May 31, 2023. The LMS met on March 22, 2023 to rank the countywide projects. The city ranked the following top three projects for Ian funding: 1. Fleming Avenue Pump Station to discharge to Halifax River– “shovel ready” and cost effective. Total estimated cost: \$12,561,200. 2. Generators for Fire Stations 92 and 93 to ensure continuity of operations – Total estimated cost: \$250,000. 3. Elevate and retrofit one home in floodprone area. Total projected cost: \$280,000. It is anticipated that the HMGP funding for Nicole will be announced sometime in April and Flood Mitigation Assistance funding will be announced

Status of Integrated Floodplain Management Goals and Objectives	
	late September. This will provide additional funding opportunities for elevating or acquiring repetitive flood damaged properties. The City has contracted with Pegasus Engineering to assist with the flood compliance requirements for grant applications in an amount not to exceed \$17,500.
Countywide Goal 8: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired).	The City adopted the 2018 Volusia County Integrated Floodplain Management Plan five-year update on October 2, 2018. (Completed)
City Objective 4: Minimize unnecessary disruption of commerce, access and public service during times of flooding.	The City adopted the 2020 Volusia County Multi-Jurisdictional LMS which now includes the Volusia County Flood Warning Program. This program is designed to assist residential and business owners to know when a potential flood threat is imminent and be able to take the necessary precautions to protect their property. Also, City staff participates in countywide multi-agency emergency preparedness and post disaster recovery training to minimize unnecessary disruption. (On-going)
City Objective 5: Minimize damage to public and private facilities and utilities located in areas of special flood hazard.	The Public Works Department continues to perform proactive and reactive drainage maintenance cleaning, street sweepings and drainage system rehabilitation such as storm pipe linings within the City throughout the year. Additional drainage maintenance activities have and will be performed prior to any natural disaster (hurricane/tropical storm). Public Works keeps a detailed log identifying areas within the City that are inspected and cleaned. This ensures that every City-owned or maintained drain, ditch, and canal functions as efficient as possible. (On-going)
City Objective 6: Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; City Objective 9: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, drainage system maintenance and stormwater management plans. (On-going). <u>The City was officially noticed on March 13, 2023 that the Community Rating System class will be improving to a Class 5. Flood insurance premiums for most NFIP policies will qualify for a 25% discount issued or renewed on or after October 1, 2023.</u>



Community Rating System (CRS) Program for Public Information (PPI)

2023 Annual Evaluation Report

The **Program for Public Information** is an ongoing public information effort to design and transmit the messages that the communities determine most important to its flood safety and the protection of its floodplains' natural functions.

1. **Date of the Annual PPI committee meeting for this evaluation:** February 17, 2023
2. **List of committee members that attended the annual PPI committee meeting above:**
Daytona Beach Shores, Daytona Beach, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, Unincorporated Volusia County
3. **List the Priority audiences for your community:**
 - A. General Public
 - B. Residents in Structures in the Special Flood Hazard Area
 - C. Repetitive Loss Areas
 - D. Real estate, lending and insurance companies
 - E. New residents/property owners
4. **List the Topics and associated messages with the desired outcomes for each message:**

<u>PPI Messages</u>	<u>Desired Outcome</u>
A: Know your risk of flooding. Finding out is easy!	A: More map information inquiries and flood determination requests.
B: Protect yourself and your property from the next flood with flood insurance.	B: Increase in the number of flood insurance policies.
C: Follow proper safety precautions and turn around, don't drown. Sign up for alerts @ https://www.volusia.org/services/public-protection/emergency-management/	C: No water rescues or police citations for ignoring barricades after a flood event. More citizens register for Everbridge.
D: Keep debris and trash out of streams and ditches.	D: Reduced number of calls related to stream obstruction.
E: Build responsible. Get a permit before you build.	E: Decrease in number of code violations for not obtaining a building permit.
F: Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.	F: Water quality maintained.
G: You can protect your home investment by purchasing flood insurance.	G: Increased number of requests for flood insurance policies.

H: Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of dollars in damage.

I: Hire only licensed contractors who know the codes.

H: Increase in the number of flood policies in the X zone.

I: Fewer cases of unpermitted work.

5. List the projects in the PPI used to convey the above messages:

- A. Consolidated Flood Facts Brochure on all messages and handouts distributed in all community permitting offices. Messages A-I
- B. Consolidated Flood Facts Brochure on all messages and handouts distributed at branch libraries. Messages A-I
- C. Consolidated Flood Fact Brochure on all messages and handouts to Chamber of Commerce for display. Messages A-I
- D. Booths at countywide and citywide events. Messages A-I
- E. Presentations for countywide citizen and professional groups. Messages A-I
- F. Flood guide for flood hazard preparedness. Messages A-I
- G. Letter to Repetitive Loss Areas. Messages A-I
- H. Emergency Management presentations. Messages A-I
- I. COAD Hurricane Expo. Messages A-I
- J. CodeRED messages. Messages A-I
- K. Real estate, lending and insurance companies' letters. Messages A-I
- L. Ask Before You Buy brochure. Messages A, B, E, G, H, and I
- M. Councilman/Commissioner/Mayor letters. Messages A-I
- N. County Emergency Management presentation to Realtor Boards. Messages A-I

6. List which Projects were implemented for this reporting period:

- A. Consolidated Flood Facts Brochure sent to all properties in or near a Special flood Hazard area. Messages A-I.
- B. Consolidated Flood Facts Brochure at each community permitting office. Messages A-I.
- C. Consolidated Flood Fact Brochure at Libraries. Messages A-I
- D. Consolidated Flood Fact Brochure at Chamber of Commerce. Messages A-I
- E. Booths at countywide and citywide events. Messages A-H
- F. Presentations to several groups. Messages A-H
- G. Flood Guide to Special Flood Hazard Areas. Messages A-H.
- H. Letter to Repetitive Loss Areas. Messages A, B, D, G, H
- I. Emergency Management Presentation. Messages A-B
- J. COAD Hurricane Expo. Messages A-B
- K. CodeRED was changed to Everbridge messages. Messages A-I
- L. Real estate, lending and insurance companies' letters. Messages A-I

- M. Ask Before You Buy Brochure. Messages ABEGHA, and I
- N. Councilperson and Mayor's Letters. Messages B
- O. Emergency Management Presentation to Real Estate Board. Messages A-B.
- P. Door Hangers. Messages C

7. List what progress was made toward the desired outcomes:

Listed below are the outcomes to Messages A-I in the PPI for the participating communities:

- A. More community flood zone inquiries/determinations. There was a significant upward trend in countywide documented flood zone inquiries.
- B. Increase in the number of flood insurance policies. Continuing decrease in overall flood insurance policies for all zones as can be seen as shown below:

Policy Comparison	2020	2021	2022
Total Flood Policies	42,602	42,065	33,834
Flood Policies X Zone	33,227	32,478	26,427

- C. No water rescues or police citations for ignoring barricades after a flood event. More citizens register for CodeRED. There were no reports of water rescues or police citations for ignoring barricades after a flood event in Ormond Beach. However, there were increases in other jurisdictions. Registration for CodeRED, which has been replaced by Everbridge, has decreased.
- D. Reduced number of calls related to stream obstruction. Countywide, the reported calls increased but not in Ormond Beach.
- E. Decrease in number of code violations for not obtaining building permit. The trend shows a major decrease from 2021 to 2022.
- F. Water quality maintained. Overall water quality has been maintained.
- G. Increase number of requests for flood insurance policies. Overall, there has been a decrease in the number of flood insurance policies.
- H. Increase the number of flood policies in the X zone. Flood policies in the X zone have been decreasing.
- I. Fewer cases of unpermitted work. Cases of unpermitted work has decreased.

8. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated. Below are Messages A-I analysis and recommendations:

A. Know Your Risk of flooding.

Analysis: Trend is a significant increase in inquiries and flood determination requests countywide but a decrease in most communities including Ormond Beach.

Explanation for the downward trend includes:

- There was a significant increase in homes sales and new construction. More property purchasers, real estate firms, and lenders needing flood determinations.
- There are more new people in the area.

- There was more storm activity which may have prompted more people to inquire.

Recommendations:

- The message in the PPI should continue to be disseminated to the properties in the Special Flood Hazard Areas and repetitive loss areas.
- As public events begin to reconvene after COVID, the PPI Committee members should try to reach out to event planners and communicate the need to add floodplain management outreach to their events.
- Continue to find ways to provide information to property owners that are new to the area or moving from one home to another within the jurisdiction.
- Communities need to update contact information on websites.

B. Protect yourself and your property from the next flood with flood insurance

Analysis: The flood insurance policies for both Special Flood Hazard Areas and Preferred Risk Policies in X zones show a declining trend. The Committee members discussed the following:

- Property owners who are not required to purchase flood insurance are opting out. There are more cash buyers not required to purchase flood insurance.
- There may be more competitive private insurance premiums.
- Flood insurance outreach has not been fully reinstated since COVID. New property owners may not be aware of the NFIP and CRS discounts with FEMA flood policies.
- The insurance data is not clear if policies for the influx of condominiums and apartment structures over single-family residences are counted.
- The trend may change due to possible changes with insurance companies requiring flood insurance even if the property is within the X zone and even if there is no loan.

Recommendations:

- The message in the PPI should continue to be disseminated to the properties in the Special Flood Hazard Areas and repetitive loss areas.
- As public events begin to reconvene after COVID, the PPI Committee members should try to reach out to event planners and communicate the need to add floodplain management outreach to their events. There needs to be more of a physical presence and voice at events regarding floodplain management.

C. Follow proper safety precautions and turn around, don't drown. Sign up for alerts.

Analysis: CodeRED has been changed to Everbridge. There is a decrease in the number of people signing up for Everbridge. There was a significant increase in the amount of water rescue or police citations reported. The Committee members discussed the following:

- The decrease in Everbridge registration may be due to those registered in previous years not needing to register again.
- There were two major storm events with many new residences in the area which may have contributed to the increase of water rescues or police citations.
- New people in the area may not be aware of safety practices before and after a storm.

Recommendations:

- Continue messages in the PPI.
- As public events begin to reconvene after COVID, the PPI Committee members should try to reach out to event planners and communicate the need to add floodplain management outreach to their events.
- Provide outreach material throughout all CRS communities that is consistent with the same messages.

D. Keep debris and trash out of streams and ditches.

Analysis: The trend is showing a significant increase countywide this last year. The City of Ormond Beach saw no change. The Committee members discussed the following:

- There were two major storm events and some jurisdictions experienced more flood damage.
- The City has good maintenance agreements with routine maintenance and clean up.

Recommendations:

- Continue outreach messages.
- Reach out to both public and private entities for communication on possible drainage improvements or repairs.

E. Build Responsible. Get a permit before you build.

Analysis: The trend shows a major decrease in violations. The communities countywide have improved Code Compliance.

Recommendation: Continue to monitor if building permits are obtained.

F. Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.

Analysis: The trend shows that the water quality has been maintained. Most cities do not measure the nutrients in the waterways. Usually, the County is responsible for monitoring.

Recommendations:

- Evaluate this message when updating the PPI to focus on preserving and maintaining the natural functions of open space within the floodplain and its relationship to water quality.

- Work toward improvements with the natural environment and waterways.
- Include saving threatened and endangered species.

G. You can protect your home investment by purchasing flood insurance

Analysis: Overall there has been a decrease in the purchase of flood insurance. Analysis coincides with the other messages relating to flood insurance. Property owners are opting out of flood insurance.

Recommendations:

- Continue messages in the PPI.
- As public events begin to reconvene after COVID, the PPI Committee members should try to reach out to event planners and communicate the need to add floodplain management outreach to their events.
- This trend may change due to the major flood damage from the two storm events. Flood damage assistance may include a requirement to purchase flood insurance, and the possibility of homeowner insurance companies requiring flood insurance policies even if the property is in an X zone and even if there is no loan on the property.

H. Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage.

Just a few inches of water can cause tens of thousands of \$\$ in damage.

Analysis: The policies in the X zone have been decreasing. The Committee members discussed the following:

- The mandatory purchase of flood insurance does not apply to X zones. For this reason, some property owners could be opting out of purchasing optional flood insurance policies.
- Major developers have been applying for letters of map change to remove structures and lots from the special flood hazard areas. Homeowners have been applying for letters of map change due to fill possibly to avoid having to obtain flood insurance.
- Perhaps due to the map change in 2017, many properties in the coastal communities were removed from the special flood hazard areas.

Recommendations:

- Continue messages in the PPI.
- As public events begin to reconvene after COVID, the PPI Committee members should try to reach out to event planners and communicate the need to add floodplain management outreach to their events.
- This trend may change if insurance companies start to require flood insurance even for property owners in an X zone and properties that do not have a loan.

I. Hire only licensed contractors who know the codes.

Analysis: This message shows a decrease in unpermitted work. The Committee members discussed the following:

- Improved Code Compliance or reporting. More aggressive code compliance.
- Lack of construction materials available and higher costs.
- Delays in recovery and funding.

Recommendation:

- Continue to provide outreach messages in the PPI
- Outreach should include messages informing property owners not to sign contracts requiring insurance checks to be made to another party. It is possible that measures are being put in place so another party such as an unlicensed contractor cannot have insurance checks made out to them even if a contract has been executed.

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 7.L
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	FEMA Grant Mitigation Opportunities and Grant Compliance Services			
Budget Impact:	The provision of grant assistance for homeowners to apply for these grants in the amount not to exceed \$17,500 is to be paid from the stormwater fund. If a grant is successfully awarded, there is a provision that may allow the city to recover some of the expenses to submit and administer the grant. Funding is available from Fund 107-Stormwater Fund for the consulting assistance.			
Summary:	This item provides information on FEMA grant mitigation opportunities and a resulting contract for grant compliance services. Staff desires to make the Commission aware of staff and consultant assistance in the application for flood related grants. If the submissions are successful, additional action and information will be provided to the Commission.			
Recommended Action:	This item is being presented as information only and no action is required. Staff desires to make the City Commission aware of city staff and consultant assistance in the application for flood related grants.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		4/5/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: FEMA Grant Mitigation Opportunities and Grant Compliance Services
Commission Goal: Transportation & Community Development - Other

Introduction

This disposition item provides information on FEMA grant mitigation opportunities and a resulting contract for grant compliance services. Staff desires to make the City Commission aware of city staff and consultant assistance in the application for flood related grants. If the grant submissions are successful, additional action and information will be provided to the City Commission.

Background

Storm events Ian and Nicole greatly impacted properties within Ormond Beach and flooded several homes. Some homes that flooded have experienced similar issues with past storm events. FEMA grant funds are available for homeowners to pursue the following specific mitigation options:

- (1) Elevating and retrofitting the structure;
- (2) Acquiring, demolishing, and preserving as open space; or
- (3) Demolishing and reconstructing the home.

On February 21, 2023, the Florida Department of Emergency Management released the Notice of Funding Availability for Hazard Mitigation Grant Program (HMGP) funding for Hurricane Ian. The deadline for a complete application submission is May 31, 2023.

The HMGP grant funds provide a 75% federal share requiring the **property owner to invest the 25% match** (no city match). Other FEMA grant funding opportunities anticipated this year are:

- Hazard Mitigation Grant Program funding associated with Hurricane Nicole with a Notice of Funding Availability (NOFA) being released potentially in April 2023; and

- Flood Mitigation Assistance (FMA) funding with the NOFA being released tentatively late September 2023. The FMA grant provides a federal share of up to 90% for Repetitive Loss properties and 100% for Severe Repetitive Loss properties.

Discussion

A key component of the grant process is the Benefit-Cost Analysis. City staff does not have the additional technical expertise to perform the Benefit-Cost Analysis and provide the residents the best chance of a successful grant application submittal. For this reason, the City sent Requests for Quotes to three consultants for grant compliance services for seven candidate properties.

Pegasus Engineering responded with the only detailed quote for an amount not to exceed \$17,500. The services to be provided are to ensure the strongest overall benefit cost ratio and completed documentation for a successful application submittal. The types of services to be performed include: site assessments of seven homes, coordination on latest repetitive loss data, review of current City floodplain ordinances, coordination with staff on details associated with the proposed mitigation work that may impact the benefit cost ratios, benefit-cost analysis of seven properties, review of flood mitigation history, identification of all potential candidates in relation to Special Flood Hazard Areas, and coordination with staff on other related technical and necessary documents.

Grant applications will be submitted no later than November 2023 with award notices in 2024. The successful grant awards will come back to the City Commission for review and acceptance.

Budget Impact

The provision of grant assistance for homeowners to apply for these grants in the amount not to exceed \$17,500 is to be paid from the stormwater fund. If a grant is successfully awarded, there is a provision that may allow the city to recover some of the expenses to submit and administer the grant. Funding is available from Fund 107-Stormwater Fund for the consulting assistance.

Citizen Impact

If the grant application submittal is successful, the property owners that are awarded will be able to mitigate their homes from damage caused by future flooding. Various community benefits will be incurred by mitigating these properties, including safer homes and an increased tax base.

Recommendation

This item is being presented as information only and no action is required. Staff desires

to make the City Commission aware of city staff and consultant assistance in the application for flood related grants.

Attachments:

Approvals:



Kelly McGuire, Finance Director

Date: April 05, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 8.A
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-21	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	1755 North U.S. Highway 1, Annexation (SECOND READING)			
Budget Impact:	There is no budget impact associated with the requested annexation.			
Summary:	This is a voluntary request for an annexation submitted by the property owner, Wayne's Solar, Inc., for approximately 3.06 acres located at 1755 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 ISBA.			
Recommended Action:	It is recommended that the City Commission approve the annexation of approximately 3.06 acres located at 1755 North U.S. Highway 1, based on the following: 1. The property is within the Interlocal Service Boundary Agreement area; 2. The subject property is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area; 3. There is adequate city infrastructure to serve the subject property; 4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. The subject property is contiguous to the city limits along the north and west property boundaries.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 4/19/2023 				

Claire Whitley, Assistant City
Manager

4/19/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, written in a cursive style.

Joyce Shanahan, City Manager

4/24/2023

A handwritten signature in blue ink that reads 'Joyce Shanahan' in a cursive script.



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: 1755 North U.S. Highway 1, Annexation (SECOND READING)
Commission Goal: Transportation & Community Development - Other

Introduction

This is a voluntary request for an annexation submitted by the property owner, Wayne's Solar, Inc., for approximately 3.06 acres located at 1755 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).

Background

The property has an existing city land use of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 ISBA. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments,
- Avoid duplicating local services,
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 ISBA on August 19, 2014, per [Ordinance No. 2014-27](#). Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County [Ordinance No. 2014-12](#). Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8) units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all

other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

Discussion

The property at 1755 North U.S. Highway 1 is contiguous to the city on the northern and western property boundaries. In addition, the property is within the ISBA, which allows annexation whether or not the property was contiguous to the city boundaries. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation because the property is already within the Interlocal Service Boundary Agreement with city land use and zoning. Future development would undergo a site plan process with review by the Site Plan Review Committee.

Recommendation

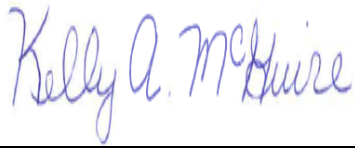
It is recommended that the City Commission approve the annexation of approximately 3.06 acres located at 1755 North U.S. Highway 1, based on the following:

1. The property is within the Interlocal Service Boundary Agreement area;
2. The subject property is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area;
3. There is adequate city infrastructure to serve the subject property;
4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and
5. The subject property is contiguous to the city limits along the north and west property boundaries.

Attachments:

1. 23-21 Annexation - 1755 N US HWY 1 (P23-0059G)
2. Exhibit A, legal description, 1755 N US HWY 1, V2
3. Exhibit B, Application

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

ORDINANCE NO. 2023-21

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Wayne’s Solar, Inc., a Florida For Profit Corporation, is the owner of a parcel of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, the Property to be annexed consists of approximately 3.06 acres (Parcel ID No. 3126-00-00-0150) and is located at 1755 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, Wayne’s Solar, Inc., a Florida For Profit Corporation, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014,

(Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City’s boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991; and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owner of the Property to be annexed at the time the petition was submitted to the City;
- (b) Wayne's Solar, Inc., a Florida For Profit Corporation, is the owner of the Property listed in Exhibit "A" attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), Florida Statutes, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);
- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;
- (e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of

the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and

- (f) The Property is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Legal Description
from Book 8101, Page 299**

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

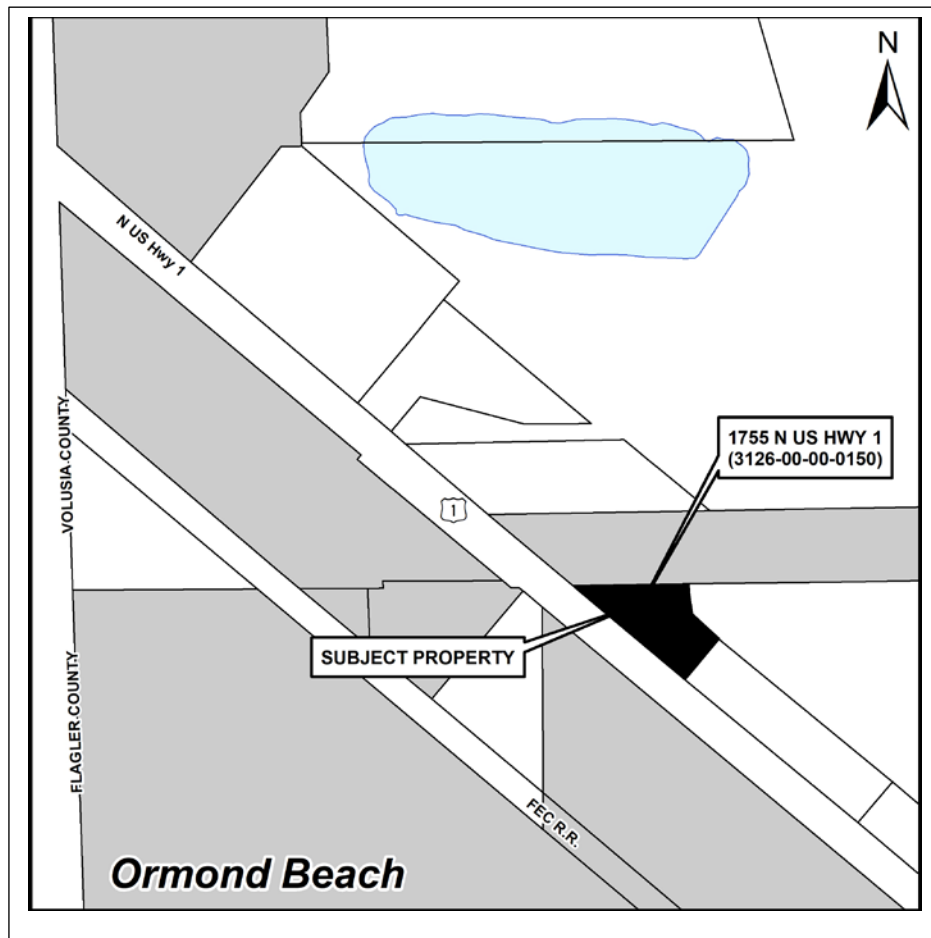
THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 26, AS IS SITUATED NORTHEASTERLY OF U.S. HIGHWAY 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT ; THENCE S 49°55' E. AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89°40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

LESS AND EXCEPT THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3974, PAGE 2773, OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST. SAID POINT BEING THE INTERSECTION OF SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY # 1, A 125 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, HAVING 75 FEET OF SAID RIGHT OF WAY ON THE EASTERLY SIDE OF THE CENTERLINE OF SAID HIGHWAY PAVING; THENCE N40°05'E, A DISTANCE OF 273 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH, SAID DITCH BEING APPROXIMATELY 15 FEET IN WIDTH; THENCE S49°55'E ALONG THE CENTERLINE OF AFORESAID DITCH, A DISTANCE OF 1000 FEET; THENCE S40°05'W A DISTANCE OF 273 FEET TO A POINT IN EASTERLY RIGHT OF WAY LINE OF AFORESAID U.S. HIGHWAY #1; THENCE N49°55'W A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF, USED TO WIDEN U.S. HIGHWAY #1.

Location map



APPLICANT: Wayne's Solar, Inc.
OWNER: Wayne's Solar, Inc.
ADDRESS: 1755 North U.S. Highway 1
PARCEL ID# 3126-00-00-0150



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	ANNEXATION, Comprehensive PLAN, SMALL AREA, REG. *Complete fee sheet (page 3) AMENDMENT, ZONING MAP UNDER 10 ACRES, I-LIGHT INDUSTRIAL		
Project Name:	WAYNE'S SOLAR		
Project Address:	1755 US 1 NORTH		
Volusia County parcel number(s):	3126-00-00-0150 [O.R. BK. 5072, PAGE 3342], O.R. 8101, PG 299		
Description:	Warehouse, Business & Warehouse, Storage		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Richard L Hardy, The Hardy Group, Inc		
Address:	975 S Ponce de Leon Blvd		
City, State, Zip code:	St. Augustine, FL 32084		
Telephone:	904 501 0200		
E-mail:	rhardy@thehardygroup.com		

APPLICANT INFORMATION

Same as project coordinator	☒	Same as property owner	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☒
Name:	Wayne Phillips, Waynes Solar
Address:	357 Andrews St
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	386 871 4922
E-mail:	wayne@waynesolar.com

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	<u>Aaron Kent</u>	E-mail:	<u>AARON@WAYNESOLAR.COM</u>
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

Wayne A. Phillips

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 21st day of February, 2023, by Wayne A. Phillips as President (title*) for Wayne's Solar, Inc. (name of corporation*), who () provided _____ as identification, or (✓) who is personally known to me.



AARON M. KENT
Commission # GG 982006
Expires April 27, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
My Commission Expires: 4-27-24

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☒	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☒	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



Owner's Authorization

Wayne's Solar

357 Andrews St.
Ormond Beach, FL 32174

Is Requesting:

Annexation & land use & zoning map amendment to "light Industrial /Utilities and
I-1 Light Industrial, RE: 1755 US 1 North, Ormond Beach, FL

THE HARDY GROUP, INC & RICHARD L HARDY are authorized to act on behalf of
WAYNE'S SOLAR & WAYNE PHILLIPS the Owner[s] of those lands described herein and
within the application.

I hereby certify that the information is true & correct to the best of my knowledge.

Signature

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledge before me this 21st day of February,
2023, by Wayne A. Phillips as President [title]
for Wayne's Solar, Inc. [name of corporation], who [] provided
as identification , or [✓] who is personally
known to me.

Notary Public, State of Florida

My Commission Expires 4-27-24



AARON M. KENT
Commission # GG 982006
Expires April 27, 2024
Bonded Thru Budget Notary Services

LEGAL DESCRIPTION (O.R. 8101, PG. 299)

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 26, AS IS SITUATED NORTHEASTERLY OF U.S. HIGHWAY 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER-LINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT; THENCE S 49°55' E, AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89° 40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

LESS AND EXCEPT THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3974, PAGE 2773, OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING THE INTERSECTION OF SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY # 1, A 125 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, HAVING 75 FEET OF SAID RIGHT OF WAY ON THE EASTERLY SIDE OF THE CENTERLINE OF SAID HIGHWAY PAVING; THENCE N40°05'E, A DISTANCE OF 273 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH, SAID DITCH BEING APPROXIMATELY 15 FEET IN WIDTH; THENCE S49°55'E ALONG THE CENTERLINE OF AFORESAID DITCH, A DISTANCE OF 1000 FEET; THENCE S40°05'W A DISTANCE OF 273 FEET TO A POINT IN EASTERLY RIGHT OF WAY LINE OF AFORESAID U.S. HIGHWAY #1; THENCE N49°55'W A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF, USED TO WIDEN U.S. HIGHWAY #1.

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 8.B
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-22	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	475 North Tymber Creek Road, The Enclave, Zoning Map Amendment (SECOND READING)			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26± acre parcel from PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road.			
Recommended Action:	It is recommended to approve the zoning map amendment for a 26± acre parcel from PRD, to SR, Suburban Residential, at 475 North Tymber Creek Road. The Planning Board recommended approval with a 7-0 vote at its March 9, 2023 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		4/19/2023		
Claire Whitley, Assistant City Manager		4/19/2023		
Joyce Shanahan, City Manager		4/24/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26+ acre parcel from PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road.

Background

The site is designated "Suburban Low Density Residential" (SLDR) on the City's Future Land Use Map and has an PRD, Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development and authorized a development order for 35 single-family lots that were 80' by 110'. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. The zoning remains PRD, Planned Residential Development, but there is no active development order. The applicant is seeking a Zoning Map Amendment to re-establish the zoning district to the SR, Suburban Residential.

Discussion

There is no site plan associated with the Zoning Map Amendment application. The application indicates that the applicant will seek lots that are at least one acre in overall size and will connect to city water services. Any density greater than one unit per acre would require the Planned Residential Development zoning designation.

Planning Board

The Planning Board reviewed the amendment at the March 9, 2023 meeting and recommended approval with a 7-0 vote. There were no individuals who spoke for or against this item with the discussion intertwined with the land use amendment.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

Parcels of land are required to have active zoning designations. The existing zoning designation on the subject property is PRD, Planned Residential Development. No negative citizen impacts are expected as a result of this amendment.

Recommendation

It is recommended to approve the zoning map amendment for a 26± acre parcel from PRD, to SR, Suburban Residential, at 475 North Tymber Creek Road. The Planning Board recommended approval with a 7-0 vote at its March 9, 2023 meeting.

Attachments:

1. 23-22 475 North Tymber Creek ZMA (P23-0055G)
2. Exhibit A, legal description
3. Exhibit B, Zoning Map Amendment, updated per CAO
4. 03.09.2023, Zoning Map Amendment, The Enclave, PB Staff Report
5. 03.09.2023, Zoning Map Amendment, The Enclave, DRAFT PB Minutes

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

ORDINANCE NO. 2023-22

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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Enclave of Timber Creek, LLC, a Florida Limited Liability Company (the “Applicant/Property Owner”) is the fee simple owner of certain real property consisting of approximately 26± acres located at 475 North Tymber Creek Road (Volusia County Property Appraiser parcel identification number: 4113-00-00-0032), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Applicant has submitted an application to the city to re-zone the Property from Planned Residential Development (PRD), to Suburban Residential (SR), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 26 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map to change the zoning designation of one parcel located at 475 North Tymber Creek Road (Volusia County Property Appraiser parcel identification number: 4113-00-00-0032), as more particularly described and

-2-

depicted in Exhibit “A” from Planned Residential Development (PRD), to Suburban Residential (SR), as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”

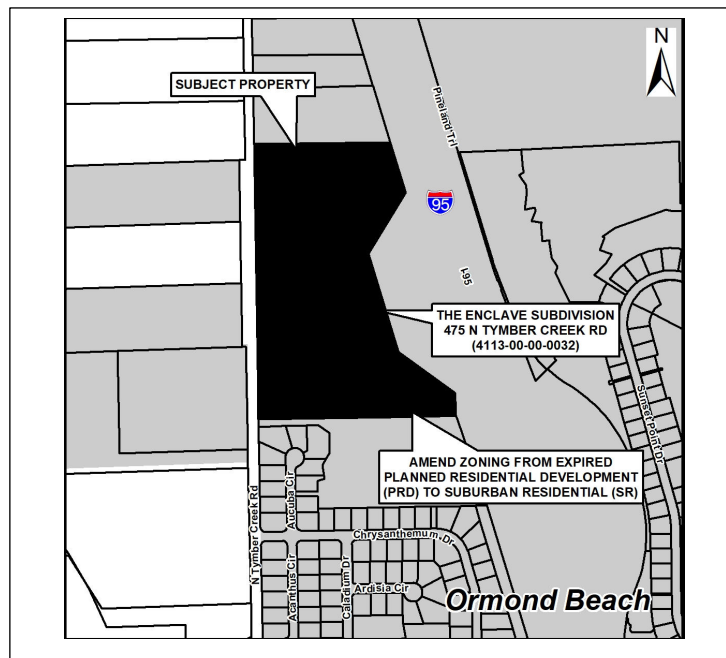
LEGAL DESCRIPTION

(GeoPoint Surveying, Inc. survey – field survey dated June 18, 2021)

PARCEL 5:

The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

LOCATION MAP

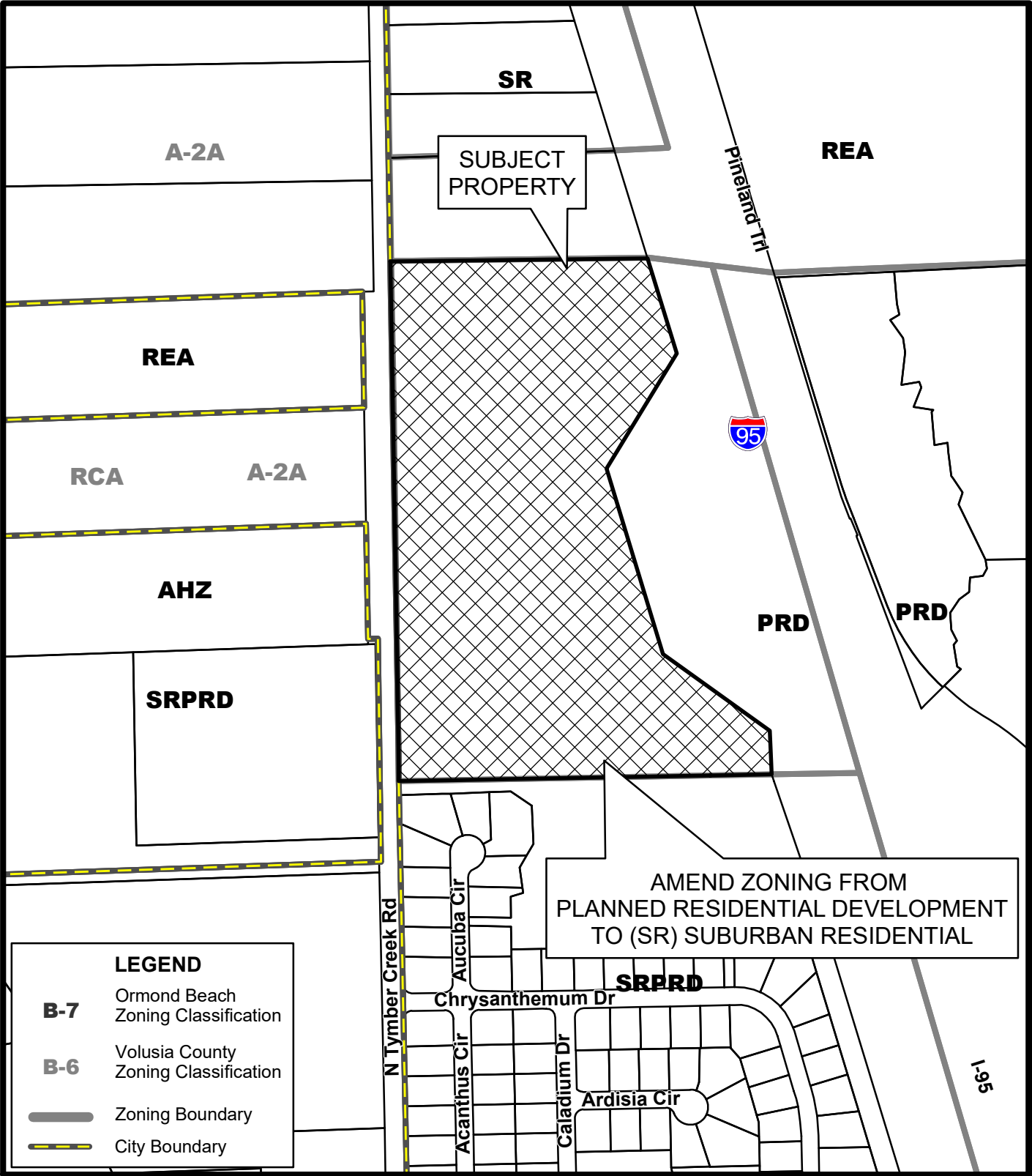


PARCEL ID: 4113-00-00-0032

OWNER: ENCLAVE OF TIMBER CREEK LLC

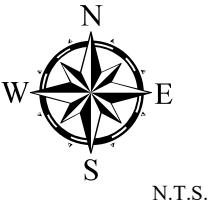
APPLICANT: PAYLIN TYMBER 1 AND 2, LLC

ADDRESS: 475 NORTH TYMBER CREEK ROAD, ORMOND BEACH, FL 32174



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: March 9, 2023

SUBJECT: 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

APPLICANT: Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC

NUMBER: ZMA 2023-019

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 475 North Tymber Creek Road:



BACKGROUND: The site is designated “Suburban Low Density Residential” (SLDR) on the City’s Future Land Use Map and has an expired PRD, Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development and authorized a development order for 35 single-family lots that were 80’ by 110’. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. The zoning remains PRD, Planned Residential Development, but there is no active development order. The applicant is seeking a Zoning Map Amendment to re-establish the zoning district to SR, Suburban Residential.

Application process: The proposed zoning map amendment schedule of the subject property is as follows:

EXHIBIT 2: Zoning Map Amendment schedule:

Action	Date
Planning Board	March 9, 2023
City Commission 1 st Reading	April 18, 2023
City Commission 2 nd Reading	May 2, 2023

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Abutter letters for Planning Board	February 20, 2023	300’ radius
Newspaper advertisement for Planning Board	February 24, 2023	
Abutter letters for City Commission meetings	April 1, 2023	300’ radius
Newspaper advertisement for City Commission, 1 st reading	April 7, 2023	
Newspaper advertisement for City Commission, 2 nd reading	April 21, 2023	

The project has also been posted on the city website under the Planning Department at:
(1) Development Reports, <https://www.ormondbeach.org/247/Development-Projects> and
(2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

The following exhibit shows the surrounding land uses and zoning:

EXHIBIT 4: Surrounding land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Vacant Property	"Rural Estate/ Agricultural"	REA, Rural Estate/Agricultural
South	Southern Pines Subdivision	"Suburban Low Density Residential"	SR, Suburban Residential with a Planned Residential Development overlay
East	Interstate 95 and (Pineland subdivision)	"Suburban Low Density Residential"	Planned Residential Development
West	Single-Family	Volusia County "Rural"; City "Rural Estate/ Agricultural", "Suburban Low Density Residential"	Volusia County Rural REA; City Rural Estate/Agricultural, SR, Suburban Residential

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(D)(3) of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-15(E) (1-10) of the Land Development Code which are analyzed below:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

The purpose of the SR, Suburban Residential zoning district is defined in Section 2-11 of the Land Development Code as follows:

"The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density

residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.”

Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, provides the following compatible zoning districts with the “Suburban Low Density Residential” land use designation:

EXHIBIT 5: Section 2-02 of the Land Development Code, compatible land use designation and zoning districts:

Land Use	Zoning District
SLDR, “Suburban Low Density Residential”	SR, Suburban Residential
	PRD, Planned Residential Development

There is no site plan associated with the Zoning Map Amendment application.

The application indicates that the applicant will seek lots that are at least one acre in overall size and will connect to city water services. Any density greater than one unit per acre would require the Planned Residential Development zoning designation. The proposed SR, Suburban Residential zoning district is consistent with surrounding properties and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life. Any site development would require review by the Site Plan Review Committee.

2. The proposed development is consistent with the Comprehensive Plan.

The Future Land Use Element provides the following directive text for the “Suburban Low Density Residential” land use designation:

C. Suburban Low Density Residential (SLDR)

Purpose: To establish development guidelines, densities and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services.

Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each

parcel of property proposed for development are synthesized from high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the environmental constraints, the availability of central utilities, and the type of development that is proposed.

Limited daily need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code.

Maximum FAR: 0.2

The zoning map amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.2.

Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

The Zoning Map Amendment is consistent with the Comprehensive Plan and resets the zoning designation to the SR, Suburban Residential zoning district that existed before the Planned Development approval.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The previous development approval and the survey submitted indicate that there are on-site wetlands. Site development applications are required to provide analysis of environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of a development application. Any site development would require review by the Site Plan Review Committee.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed zoning map amendment is consistent with the property's future land use designation and staff does not believe the project would depreciate the value of surrounding property. The Zoning Map Amendment will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

Public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds would be reviewed at the submission of a site plan.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where**

available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

Any future development would be reviewed by the Site Plan Review Committee and Volusia County Traffic Engineering (Tymber Creek is a Volusia County roadway).

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed so the criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed so the criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed so the criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Chapter 1, Article II, Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The property has an expired development order and a zoning district needs to be assigned to the property; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Map designation of "Suburban Low Density Residential".

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential at 475 North Tymber Creek Road. It is expected that the application would be scheduled for the April 18, 2023, and May 2, 2023, City Commission meetings.

Attachments:

ATTACHMENT 1: Proposed Zoning Map

ATTACHMENT 2: Land Use, Location and Aerial maps

ATTACHMENT 3: Applicant provided information

ATTACHMENT 4: Section 2-11, SR, Suburban Residential zoning district regulations

ATTACHMENT 1

Proposed Zoning Map

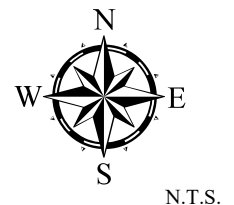
ATTACHMENT 2

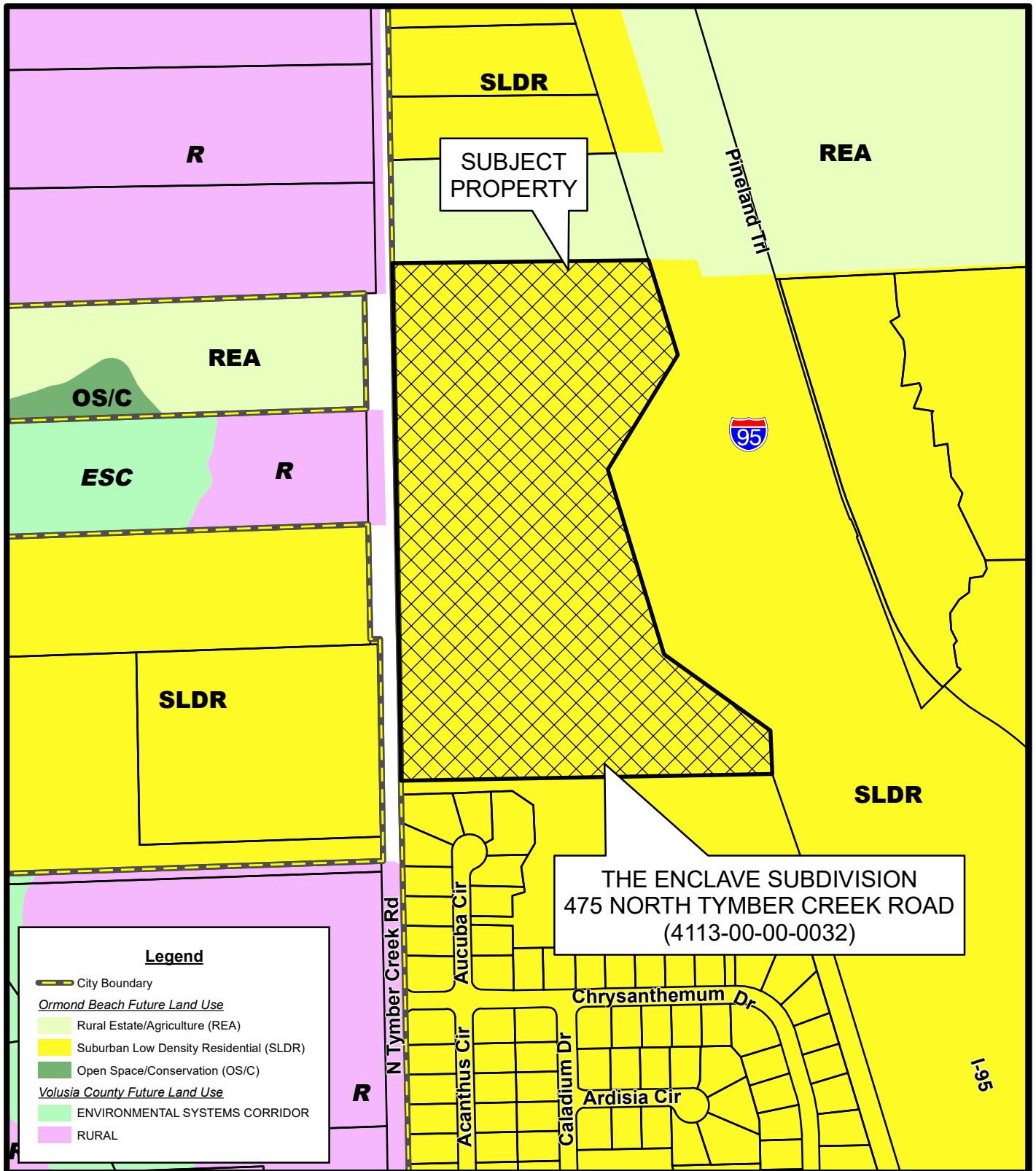
Land Use, Location and
Aerial maps



**THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
AERIAL MAP**

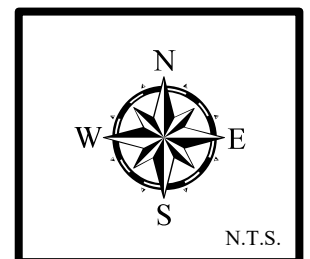
Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023





THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - February 17, 2023



ATTACHMENT 3

Applicant provided
information

January 19, 2023

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Regulatory Amendment, Zoning Map, Over 10 Acres – The Enclave
PID: 4113-00-00-0032

Dear Steven:

Please find enclosed the following documents in support of our client's Rezoning application:

- 1) City of Ormond Beach Public Hearing Application;
- 2) Application Fees in the amount of \$3,150.00 (\$1,500 Application Fee plus \$1,650 Advertising Fee);
- 3) Property Card;
- 4) Notarized Authorization of Owner;
- 5) Aerial Location Map;
- 6) Two copies of ALTA/NSPS Land Title Survey;

Our clients, Jim and Trey Paytas of *Paylin Tymber 1 & 2, LLC* are authorized agents and represent *Enclave of Timber Creek, LLC* for the rezoning of the subject site referred to herein as *The Enclave*. *The Enclave* is a ± 26-acre parcel located at 475 N Tymber Creek Road, in the City of Ormond Beach. The site has an expired Planned Residential Development (PRD) agreement, as it was part of the former *Enclave* subdivision.

The overall intent of this application is to rezone the above-referenced property from PRD to the Suburban Residential (SR) base zoning district. The subject site is adjacent to SR and Rural Estate/Agricultural (REA) zoned properties on the north, south, and west sides. The SR zoning district permits one (1) dwelling unit per acre, and the REA zoning district permits one (1) dwelling unit per five (5) acres.

The subject site has an existing Future Land Use Map (FLUM) designation of Suburban Low Density Residential (SLDR). The purpose of the SR Zoning District is to implement the SLDR Comprehensive Land Use Plan designation pursuant to Section 2-11, of the LDC. In order to achieve the goals of the SLDR land use category, all development other than single-family rural subdivisions with a density of one (1) unit per acre or higher shall only be allowed if submitted and approved as a PRD pursuant to Section 2-35, of the LDC.

January 19, 2023

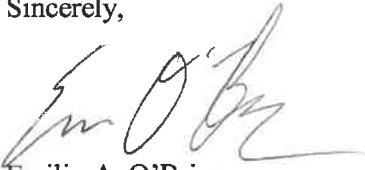
Page 2 of 2

In conclusion, our goal is to rezone the subject site from PRD to the SR zoning classification, which does not go below the one (1) dwelling unit per acre threshold. The permitted density of the SR zoning district is compatible with the surrounding area, while remaining consistent with the underlying SLDR FLUM designation.

It is our intention to provide sufficient information regarding existing conditions and dimensions of the subject site. Please let us know if staff needs any additional information for the requested rezoning approval.

We look forward to working with the City regarding this application. If in the review of the application you or anyone on staff has any questions or needs additional information, please do not hesitate to call or email.

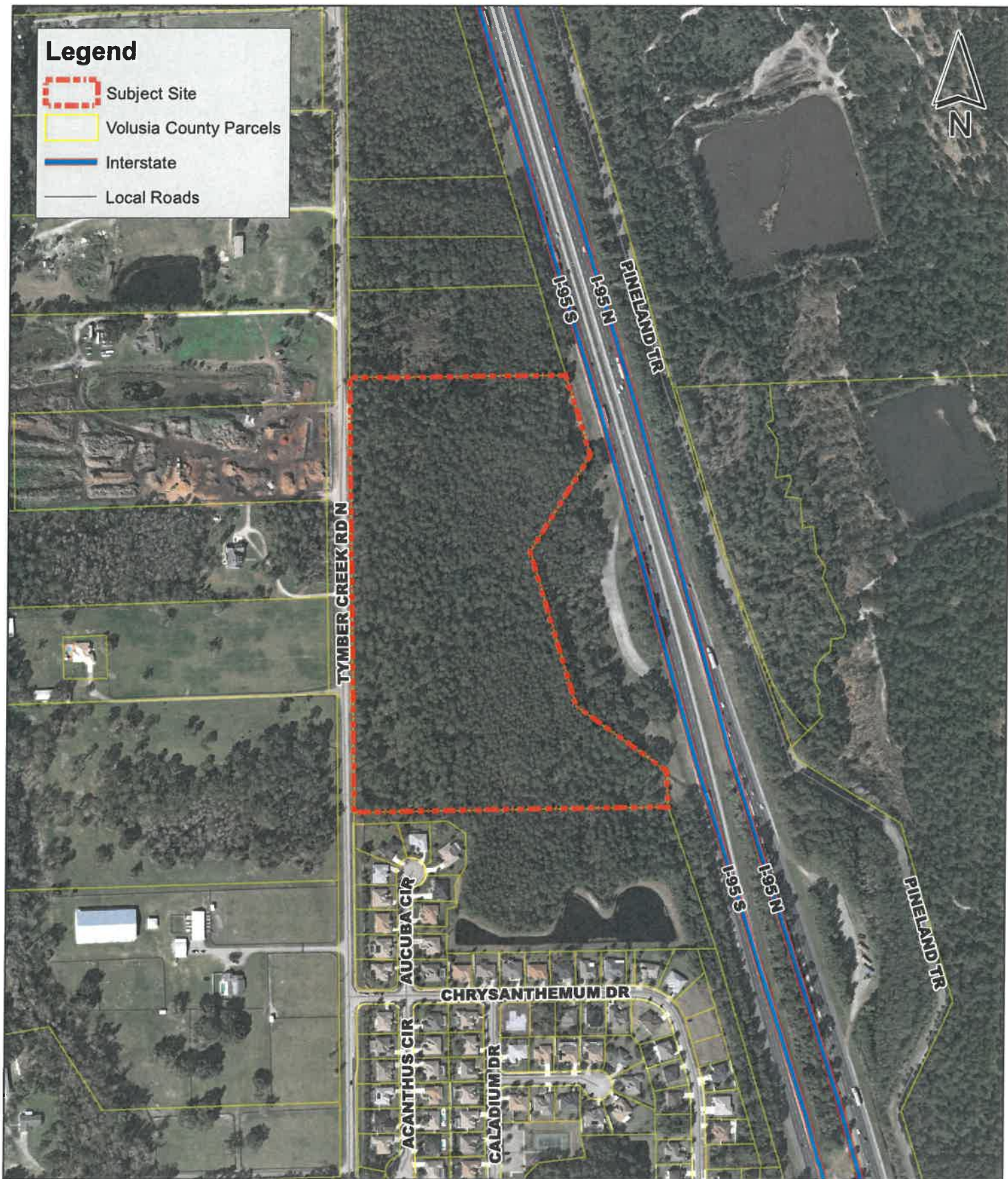
Sincerely,

A handwritten signature in black ink, appearing to read "Emilio A. O'Brien", with a stylized flourish at the end.

Emilio A. O'Brien

Planner

eobrien@zevcohen.com



Date Saved: 1/19/2023

Created by: enborden
Path: Z:\PROJECTS\2021\21045 Endeave\Aerial Map.mxd

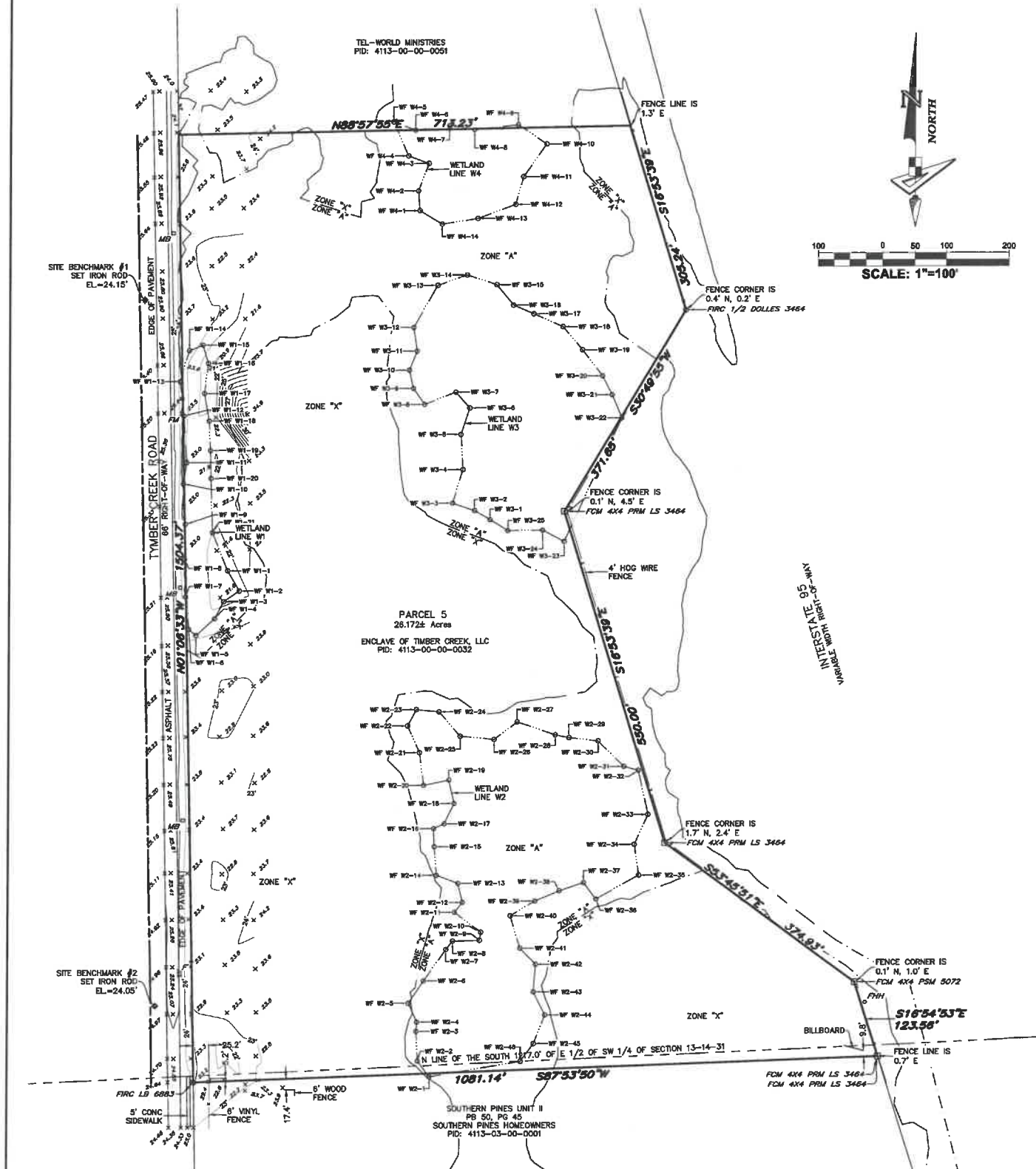
200 100 0 200 Feet



Aerial Map The Enclave Ormond Beach, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



LEGEND

O.R. ----- Official Records Book	FW ----- Buried Force Main Warning Marker
PB ----- Plot Book	FB ----- Buried Fiber Optic Warning Marker
PG ----- Page(s)	FHW ----- Fiber Optic Handhole
NAVD88 ----- North American Vertical Datum of 1988	MBO ----- Mail Box
PID ----- Property Identification Number	S ----- Sign
SIR ----- Set 1/2" Iron Rod LB7768	----- Wetland Line
SMGD ----- Set Mag Nail & Disk LB7768	----- Contour Line
FIRC ----- Found Iron Rod & Cap	
FCM ----- Found Concrete Monument	
P.R.M. ----- Permanent Reference Monument	
R/W ----- Right-of-way	
WF ----- Wetland Flag	

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)

The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet, thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.62 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5:

The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

PARCEL 9: (NOT INCLUDED IN THIS SURVEY)

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°52'34" West along the North line of said Section 23 a distance of 187.43 feet; thence departing said line, run South 01°56'27" East a distance of 2516.42 feet; thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING PARCEL: (NOT INCLUDED IN THIS SURVEY)

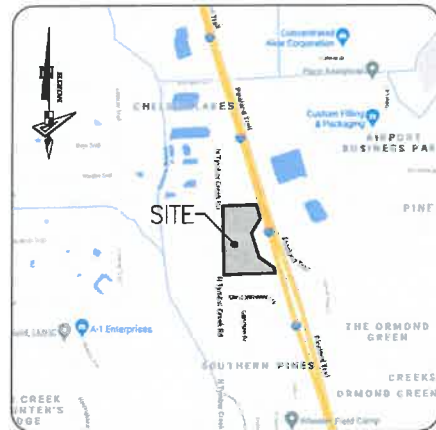
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 118.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 88°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Timber Creek Road, a 66.00 foot wide right-of-way, thence North 00°45'48" West along said right-of-way line a distance of 25.00 feet, thence departing said right-of-way line South 44°18'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)

The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'58" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1287.11 feet to a point on the West Right of Way line of North Timber Creek Road; thence South 01°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1285.97 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1258.30 feet to the Point of Beginning.



Vicinity Map
Not to Scale

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 6/18/21.

GEOPPOINT SURVEYING, INC.



Judd D. French
Florida Professional Surveyor and Mapper #7095

VERTICAL DATUM: NAVD88

PROJECT: Enclave	DATE: 06/18/21	CHECKED BY: JDF
PHASE: ALTA		
DRAWN: MRC	FILED BOOK: 2021-AW	
PLANNER: AW	FILED BOOK: 2021-AW	
DATA FILE: ENCLAVE-BNDY(LS88)AW		
DATE	DESCRIPTION	DRAWN BY

SEE ABOVE ALTA/NSPS
SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY:
June 18, 2021

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
ENCLAVE OF TIMBER CREEK, LLC
LOCATED IN
Section 13, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint
Surveying, Inc.
555 Windy Pl, Suite 120 Phone: (321) 270-0440
Maitland, Florida 32751 Fax: (813) 246-2266
www.geopointsurvey.com Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 02

FILE PATH: D:\ENCLAVE DAYTONA\ENCLAVE_ALTA WITH TOPO.DWG PLOTTED BY: MATTHEW CHERPUS ON: 8/2/2021 11:00 AM LAST SAVED BY: MATTHEW CHERPUS ON: 8/2/2021 11:00 AM

Wetland Point Table		
Flag #	Northing	Easting
WF W1-1	1800513.4660	614902.2400
WF W1-2	1800481.3980	614921.0880
WF W1-3	1800464.5260	614898.3870
WF W1-4	1800437.6890	614881.5960
WF W1-5	1800411.1170	614852.2100
WF W1-6	1800420.9190	614840.9940
WF W1-7	1800472.2510	614835.9130
WF W1-8	1800532.2620	614834.1260
WF W1-9	1800587.6630	614835.1610
WF W1-10	1800651.8900	614831.9840
WF W1-11	1800685.5140	614837.2130
WF W1-12	1800759.5810	614832.3610
WF W1-13	1800814.1560	614826.3090
WF W1-14	1800862.9510	614840.6630
WF W1-15	1800871.8970	614861.8770
WF W1-16	1800842.8170	614870.5840
WF W1-17	1800794.9450	614864.5130
WF W1-18	1800751.5080	614872.2890
WF W1-19	1800704.5380	614874.3430
WF W1-20	1800650.2440	614875.3210
WF W1-21	1800574.4890	614877.9550

Wetland Point Table		
Flag #	Northing	Easting
WF W2-1	1799709.5080	615223.4940
WF W2-2	1799734.5330	615204.8970
WF W2-3	1799781.7670	615202.2700
WF W2-4	1799796.6170	615203.2310
WF W2-5	1799828.6740	615189.6360
WF W2-6	1799861.9890	615213.7210
WF W2-7	1799911.7570	615249.2790
WF W2-8	1799925.2480	615260.3820
WF W2-9	1799928.3510	615302.8070
WF W2-10	1799939.2230	615304.8430
WF W2-11	1799970.7860	615282.9120
WF W2-12	1799988.5290	615275.8240
WF W2-13	1800016.8020	615268.3620
WF W2-14	1800029.6740	615233.4030
WF W2-15	1800075.0840	615230.1160
WF W2-16	1800103.9280	615228.8030
WF W2-17	1800111.4680	615245.3430
WF W2-18	1800143.8320	615281.6260
WF W2-19	1800180.8490	615253.0170
WF W2-20	1800172.7240	615212.6850
WF W2-21	1800224.4910	615208.2100
WF W2-22	1800266.9330	615187.1020
WF W2-23	1800282.5230	615200.7250
WF W2-24	1800289.1340	615238.8290
WF W2-25	1800250.2070	615271.3740
WF W2-26	1800245.0410	615324.6750
WF W2-27	1800272.8270	615361.1990
WF W2-28	1800252.2170	615421.1800
WF W2-29	1800247.6800	615442.7020
WF W2-30	1800242.4380	615488.4710
WF W2-31	1800201.9970	615528.7930
WF W2-32	1800185.8590	615551.6820
WF W2-33	1800125.7530	615567.3320
WF W2-34	1800078.2660	615545.9440
WF W2-35	1800029.2970	615552.9550
WF W2-36	1799991.4130	615485.8580
WF W2-37	1800017.5850	615466.2840
WF W2-38	1800004.6680	615428.2800
WF W2-39	1799988.4310	615389.6380
WF W2-40	1799964.9470	615351.3220
WF W2-41	1799913.5270	615368.8730
WF W2-42	1799888.0040	615391.2540
WF W2-43	1799844.1070	615388.0330
WF W2-44	1799807.3780	615408.1410
WF W2-45	1799761.9650	615388.6930
WF W2-46	1799733.9710	615368.4800

Wetland Point Table		
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WF W3-1	1800593.8540	615316.6330
WF W3-2	1800608.4690	615292.0880
WF W3-3	1800620.3550	615257.3780
WF W3-4	1800673.3220	615274.0190
WF W3-5	1800728.9890	615270.7500
WF W3-6	1800770.9060	615284.4230
WF W3-7	1800796.1380	615282.1780
WF W3-8	1800777.1340	615212.1360
WF W3-9	1800802.5100	615193.9890
WF W3-10	1800831.5930	615187.6500
WF W3-11	1800861.6160	615199.8590
WF W3-12	1800899.1730	615194.4530
WF W3-13	1800965.4960	615232.7350
WF W3-14	1800981.6090	615279.8360
WF W3-15	1800968.2270	615326.4370
WF W3-16	1800933.6240	615353.1200
WF W3-17	1800919.8110	615384.8900
WF W3-18	1800899.3300	615431.2260
WF W3-19	1800862.6940	615461.7200
WF W3-20	1800821.7900	615463.3820
WF W3-21	1800791.6920	615508.4420
WF W3-22	1800754.8720	615523.8250
WF W3-23	1800558.3080	615433.6350
WF W3-24	1800577.1090	615399.8290
WF W3-25	1800576.4510	615344.9770

Wetland Point Table		
Flag #	Northing	Easting
WF W4-1	1801083.7770	615203.7540
WF W4-2	1801115.2040	615201.4590
WF W4-3	1801158.5350	615218.1010
WF W4-4	1801170.4730	615185.5320
WF W4-5	1801224.3340	615161.5910
WF W4-6	1801212.0000	615195.1680
WF W4-7	1801218.5970	615250.3240
WF W4-8	1801212.6730	615290.0630
WF W4-9	1801219.9410	615359.6840
WF W4-10	1801188.8870	615404.4080
WF W4-11	1801137.1580	615368.2940
WF W4-12	1801093.2190	615355.9830
WF W4-13	1801071.0500	615296.0310
WF W4-14	1801062.3560	615238.8830



GeoPoint
Surveying, Inc.

555 Winderly Pl. Suite 120
Maitland, Florida 32751
www.geopointsurvey.com

Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 02 of 02

Property Summary

Alternate Key: 4091611
Parcel ID: 411300000032
Township-Range-Section: 14 - 31 - 13
Subdivision-Block-Lot: 00 - 00 - 0032

Business Name:
Owner(s): ENCLAVE OF TIMBER CREEK LLC - 100%
Mailing Address On File: CO: % DUANE MORRIS
201 S BISCAYNE BLVD STE 3400
MIAMI FL 33131

Physical Address: 475 N TYMBER CREEK RD, ORMOND BEACH 32174

Building Count: 0
Neighborhood: 2808 - SEC 13 TWP 14 RNG 31
Subdivision Name:
Property Use: 9900 - NON AG
Tax District: 201-ORMOND BEACH
2022 Final Millage Rate: 16.3855
Homestead Property: No
Agriculture Classification: No
Short Description: 13 14 31 E 1/2 OF SW 1/4 LYING W OF I-95 EXC S 1217 FT & EXC
W 33 FT IN HULL DR INC PER OR 4259 PG 2868 PER OR 5761 PGS
0601-0604

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$0
Land Value:	\$160,576	\$160,576	\$102,869
Just/Market Value:	\$160,576	\$160,576	\$102,869

Working Tax Roll Values by Taxing Authority

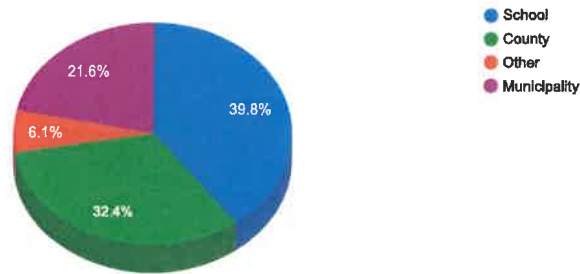
Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$160,576	\$160,576	\$0	\$160,576	1.5000	\$240.86
0012 DISCRETIONARY	\$160,576	\$160,576	\$0	\$160,576	0.7480	\$120.11
0011 REQ LOCAL EFFORT	\$160,576	\$160,576	\$0	\$160,576	3.2340	\$519.30
0050 GENERAL FUND	\$160,576	\$124,472	\$36,104	\$124,472	4.8499	\$603.68
0055 LIBRARY	\$160,576	\$124,472	\$36,104	\$124,472	0.4635	\$57.69
0520 MOSQUITO CONTROL	\$160,576	\$124,472	\$36,104	\$124,472	0.1781	\$22.17
0530 PONCE INLET PORT AUTHORITY	\$160,576	\$124,472	\$36,104	\$124,472	0.0760	\$9.46
0058 VOLUSIA ECHO	\$160,576	\$124,472	\$36,104	\$124,472	0.2000	\$24.89
0057 VOLUSIA FOREVER	\$160,576	\$124,472	\$36,104	\$124,472	0.2000	\$24.89
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$160,576	\$124,472	\$36,104	\$124,472	0.0320	\$3.98
0100 HALIFAX HOSPITAL AUTHORITY	\$160,576	\$124,472	\$36,104	\$124,472	0.8606	\$107.12
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$160,576	\$124,472	\$36,104	\$124,472	0.1974	\$24.57
0180 ORMOND BEACH	\$160,576	\$124,472	\$36,104	\$124,472	3.7610	\$468.14
0182 ORMOND BEACH I&S 2003	\$160,576	\$124,472	\$36,104	\$124,472	0.0050	\$0.62
0184 ORMOND BEACH I&S 2010	\$160,576	\$124,472	\$36,104	\$124,472	0.0800	\$9.96
					16.3855	\$2,237.46

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Non-Ad Valorem Tax:	Estimated Taxes:	Estimated Tax Amount without SOH/10CAP Ⓢ
				\$2,237.46	\$0.00	\$2,237.46	\$2,631.12

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HK Savings
2022	\$160,576	\$0	\$160,576	\$113,156	\$0	\$113,156	\$0
2021	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2020	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2019	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2018	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2017	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2016	\$102,869	\$0	\$102,869	\$102,869	\$0	\$102,869	\$0
2015	\$105,880	\$0	\$105,880	\$105,880	\$0	\$105,880	\$0
2014	\$105,880	\$0	\$105,880	\$105,880	\$0	\$105,880	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9900-NON-AG ACREAGE 20-50	N	A-ACRE		25.0900				16,000	\$160,576
Total Land Value:										\$160,576

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5761 / 0601	2006030430	01/31/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$100
4259 / 2868	1997207634	09/15/1997	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	\$10
4233 / 1762	1997150085	09/15/1997	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	\$100
2340 / 1970		02/15/1982	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	\$100

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13 14 31 E 1/2 OF SW 1/4 LYING W OF I-95 EXC S 1217 FT & EXC W 33 FT IN HULL DR INC PER OR 4259 PG 2868 PER OR 5761 PGS 0601-0604	201	14 - 31 - 13	00 - 00 - 0032	21-APR-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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ATTACHMENT 4

Section 2-11 of the Land
Development Code
SR, Suburban Residential

Sec. 2-11. SR, Suburban Residential Zoning District.

A. PURPOSE: The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.												
B. DIMENSIONAL STANDARDS												
1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
Permitted	1 unit per 2 acres	35'	35%	75%	2 acres	100'	None	30'	30'	10' total 30'	30'	30'
PRD Overlay	4.95	35'	35%	75%	8,800 SF	80'	110'	25'	20'	8' total 20'	20'	30'
Single-Family—connected to water	1 unit per acre	35'	35%	75%	1 acre	100'	None	30'	30'	10' total 30'	30'	30'
If abutting Granada Boulevard	See above, determine if connected to water	35'	35%	75%	See above, determine if connected to water	250' if directly accessed by service road set back at least 25' from ROW	None	75'	30'	10' total 30'	75'	30'
C. PERMITTED USES			D. CONDITIONAL USES				E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS		
1. Community Residential Home 2. Dwelling, Single-Family, Detached 3. School, Public			1. Adult Day Care Center 2. Adult Family Care Center 3. Agricultural Use, Minor 4. Assisted Living Facility 5. Family Day Care Home 6. Foster Home 7. Garden Center/Nursery 8. Group Home 9. Parks and Recreation Facilities, Private 10. Parks and Recreation Facilities, Public 11. Public Facilities 12. Public Utilities 13. Telecommunication Tower or Antenna, Camouflaged 14. Water Survival Instruction 15. Wind Energy System				1. Child Care Facility 2. Houses of Worship 3. School, Private			All development must comply with the following requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. All single-family residential buildings shall have a minimum floor area of 1,350 square feet.		
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.												

(Ord. No. 2013-13, § 4, 2-5-2013)

DRAFT

**Planning Board minutes
from
March 9, 2023**

ITEM:

SE 2023-019

475 North Tymber Creek Road, The
Enclave, Zoning Map Amendment

A. ZMA 2023-019, 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

Mr. Spraker, Planning Director, explained the request for ZMA 2023-019 from Paylin Tymber 1 & 2, LLC., with authorization from the property owner, Enclave of Timber Creek, LLC., for a Zoning Map Amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road and the property owner proposes going one unit per acre. The dates that this item will go before City Commission are April 18th and May 2nd. Mr. Spraker concluded that staff recommends approval and that there is no site plan.

Chairman Thomas opened it up to the Board for discussion and entertained a motion.

Board Questions

Mr. Jorczak asked Mr. Spraker if the Board approves the proposal and if the applicant later decides to go to a higher density what the process would look like, and asked if they would have to stay with one acre as a minimum. Mr. Spraker replied that the process to go to less than one unit per acre is through a Planned Residential Development (PRD) and go through a neighborhood meeting, Planning Board and City Commission process. Mr. Spraker continued that if they stay with the Suburban Residential zoning district, it would still go through the Planning Board as a Preliminary Plat which subdivides land. The question would be if they meet the minimum lot size.

It was discussed that the land use is the same Suburban Low-Density as Southern Pines. It was determined that they came through a PRD as well.

Mr. Scudiero motioned to approve ZMA 2023-019, 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 8.C
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-23	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment: Section 1-27, Impact Fees (Impact Fee Credits) (SECOND READING)			
Budget Impact:	There is an indirect budget impact associated with the LDC amendment. The amendment would ensure that impact fee credits do not expire, which may lead to less impact fee revenue because those credits expired after 10 years.			
Summary:	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing 10% annual reduction of impact fee credits. The Planning Board recommended approval (7-0) at its March 9, 2023 meeting.			
Recommended Action:	It is recommended that the City Commission approve amendments to LDC, Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in the attached Ordinance. The Ordinance has been updated from the Planning Board version to allow impact fees to be transferrable based on the Florida Statute Impact Fee Act.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 4/19/2023  Claire Whitley, Assistant City Manager 4/19/2023 				

Joyce Shanahan, City Manager

4/24/2023

A handwritten signature in blue ink, reading "Joyce Shanahan". The signature is written in a cursive, flowing style.



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: Land Development Code Amendment: Section 1-27, Impact Fees (Impact Fee Credits) (SECOND READING)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits.

Background

Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities. Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs.

City staff have been in the process of updating the impact fees with a consultant, Raftelis Financial Consultants (Raftelis). One change in the application of impact fees that arose during the impact fee study update was how the city provides impact fee credits. Impact fee credits are currently provided for existing buildings that are demolished. The existing regulations decrease impact fee credits by ten percent (10%) yearly if no new construction is performed. After 10 years, all impact fee credits would expire and any new development would be assessed full impact fees. An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten percent (10%) yearly over ten (10) years after the final inspection date of the demolition of land with building improvements. It is important to note that projects that increase residential units or building square footage are required

to pay the difference between the impact fee credits and the proposed new development.

Discussion

As the result of the study, it has been recommended that city impact fees should not expire or decrease ten percent (10%) yearly. At a February 21, 2023, City Commission discussion item, direction was provided to move forward with a LDC amendment in advance of the full Ordinance adopting the impact fee study. **The purpose of this LDC amendment is to delete the reduction of impact fee credits by ten percent (10%) per year after the final demolition date and to establish standards for impact fee credits.**

Planning Board

The Planning Board reviewed the proposed LDC amendment at its March 9, 2023 meeting and recommended approval (7-0). City staff identified that the original version of the amendment presented to the Planning Board needed to be changed to delete the provision that impact fee credits are not transferrable. In discussions with the consultant, state statutes require that impact fee credits are transferrable within a jurisdiction. There were no individuals who spoke for or against the proposed LDC amendment.

Budget Impact

There is an indirect budget impact associated with the LDC amendment. The amendment would ensure that impact fee credits do not expire, which may lead to less impact fee revenue because those credits expired after 10 years.

Citizen Impact

The LDC amendment is not expected to have a citizen impact. The amendment seeks to update impact fee credits, including the deletion of the existing 10% annual reduction of impact fee credits.

Recommendation

It is recommended that the City Commission approve amendments to LDC, Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in the attached Ordinance. The Ordinance has been updated from the Planning Board version to allow impact fees to be transferrable based on the Florida Statute Impact Fee Act.

Attachments:

1. 23-23 Impact fees LDC Amendment (P23-0058G)
2. 03.09.2023, LDC Amendment, Section 1-27, Impact Fees (Impact Fee Credits)
3. 03.09.2023, LDC Amendment, Section 1-27, Impact Fees (Impact Fee Credits)

DRAFT PB Minutes

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 19, 2023



Joyce Shanahan, City Manager

Date: April 24, 2023

ORDINANCE NO. 2023-23

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact fees, of the City of Ormond Beach *Land Development Code* to update the provision of impact fee credits, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on March 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-27, Impact fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 1-27. Impact fees.

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

- (1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.
- a. *Distribution factors for impact fees by type of use. ***No change in existing text****
 - b. *Distribution factors for water, sewer, reclaimed water. ***No change in existing text****
 - c. *Expansion of an existing connection. ***No change in existing text****
 - d. *Bond credits. ***No change in existing text****
 - e. *Renovation/redevelopment projects.*
 - 1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

2. Land with building improvements shall be vested with impact fee credit: ~~as follows: Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.~~
 - a) Impact fees shall be vested with impact fee credits and these credits shall not expire over time.
 - b) It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking impact fee credits.
 - c) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:
 1. Square footage and use of the building.
 2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.
 - d) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.
- f. *Cost-of-living adjustment. ***No change in existing text****
- g. *Payment of fees outside city limits. ***No change in existing text****
- h. *Annexations. ***No change in existing text****
- (2) *Administration of impact fee funds. ***No change in existing text****
- (3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***No change in existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: March 9, 2023

SUBJECT: LDC amendment: Section 1-27, Impact Fees (Impact Fee Credits)

APPLICANT: Administrative

NUMBER: LDC 2021-019

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits.

BACKGROUND: Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities. Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs.

City staff have been in the process of updating the impact fees with a consultant, Raftelis Financial Consultants, "Raftelis". The tentative schedule for impact fee updates are as follows:

Tentative Date	Meeting
March 9, 2023	Planning Board discussion item
Week of March 20, 2023	1st public meeting - Extraordinary circumstances public meeting (state statute)
Week of March 27, 2023	2nd public meeting - Extraordinary circumstances public meeting (state statute)
April 13, 2023	Planning Board - Impact Fee Ordinance (LDC portion)
May 16, 2023	City Commission (1st) - Impact Fee Ordinance
June 6, 2023	City Commission (2nd) - Impact Fee Ordinance
September 4, 2023	Effective date of Impact Fee Ordinance

One change in the application of impact fees that arose during the impact fee study update was how the city provides impact fee credits. Impact fee credits are currently

provided for existing buildings that are demolished. The existing regulations decrease impact fee credits by ten percent (10%) yearly if no new construction is performed. After 10 years, all impact fee credits would be expired and any new development would be assessed full impact fees. An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten percent (10%) yearly over ten (10) years after the final inspection date of the demolition for land with building improvements. It is important to note that projects that increase residential units or building square footage are required to pay the difference between the impact fee credits and the proposed new development.

As the result of the study, it has been recommended that city impact fees should not expire or decrease ten percent (10%) yearly. At a February 21, 2023, City Commission discussion item, direction was provided to move forward with a Land Development Code amendment in advance of the full Ordinance adopting the impact fee study. **The purpose of this Land Development Code amendment is to delete the reduction of impact fee credits by ten percent (10%) per year after the final demolition date and to establish standards for impact fee credits.**

ANALYSIS: The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 1-27 of the Land Development Code:

Sec. 1-27. Impact fees.

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

- (1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.
 - a. *Distribution factors for impact fees by type of use. ***No change in existing text****
 - b. *Distribution factors for water, sewer, reclaimed water. ***No change in existing text****
 - c. *Expansion of an existing connection. ***No change in existing text****
 - d. *Bond credits. ***No change in existing text****
 - e. *Renovation/redevelopment projects.*

1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.
2. Land with building improvements shall be vested with impact fee credit: as follows: Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.
 - a) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:
 1. Square footage and use of the building.
 2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.
 - b) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.
 - c) Impact fee credits shall only be provided for the property where they were established with building improvements and are not transferrable to other properties.
 - d) No financial credit shall be provided for any unused impact fee credits.
- f. *Cost-of-living adjustment. ***No change in existing text****
- g. *Payment of fees outside city limits. ***No change in existing text****
- h. *Annexations. ***No change in existing text****
- (2) *Administration of impact fee funds. ***No change in existing text****
- (3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***No change in existing text****

The amendment deletes the ten percent (10%) per year decrease in value each year. The amendment seeks to have demolition applications to provide information on the existing building square footage, the use, and the number of plumbing fixtures. The amendment clarifies that impact fees are not transferrable from where the building existed. The amendment also states that there is no cash value for the impact fee credit and property owners would not be refunded in cash.

CONCLUSION: Section 1-15(d)(3) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed amendment seeks to update the Land Development Code to implement a recommendation from the impact fee update study. Impact fee credits are an important aspect of redevelopment. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The proposed Land Development Code amendment seeks to modify the provision of impact fee credits. The amendment would not have a negative impact to public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where**

available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Impact Fee Study - Executive Summary

Chapter 1 – General Administration, Article IV. – Schedule of Development Review and Impact Fees**Sec. 1-27. Impact fees.**

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

- (1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.
 - a. *Distribution factors for impact fees by type of use.* ***No change in existing text***
 - b. *Distribution factors for water, sewer, reclaimed water.* ***No change in existing text***
 - c. *Expansion of an existing connection.* ***No change in existing text***
 - d. *Bond credits.* ***No change in existing text***
 - e. *Renovation/redevelopment projects.*
 1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.
 2. Land with building improvements shall be vested with impact fee credit: as follows: Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.
 - a) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:
 1. Square footage and use of the building.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.
- b) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.
- c) Impact fee credits shall only be provided for the property where they were established with building improvements and are not transferrable to other properties.
- d) No financial credit shall be provided for any unused impact fee credits.
- f. *Cost-of-living adjustment. ***No change in existing text****
- g. *Payment of fees outside city limits. ***No change in existing text****
- h. *Annexations. ***No change in existing text****
- (2) *Administration of impact fee funds. ***No change in existing text****
- (3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***No change in existing text****

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such cost to those residents or system users responsible for such costs. The City of Ormond Beach (City) has recognized this capital funding strategy as being an appropriate method of funding the certain future capital requirements of the City. The City has, in the past, adopted impact fees for the following municipal services:

- Parks and Recreation
- Stormwater
- Transportation

This report addresses the impact fees associated with parks and recreation, stormwater, and transportation (collectively, the “Municipal Services Impact Fees”). The City currently has impact fees for all these services as noted above. Raftelis Financial Consultants, Inc. (Raftelis) was retained to review and develop proposed fees, as appropriate. In addition, Raftelis was tasked to conduct a feasibility study for police and fire services in order to determine if the City should consider implementing police and fire impact fees.

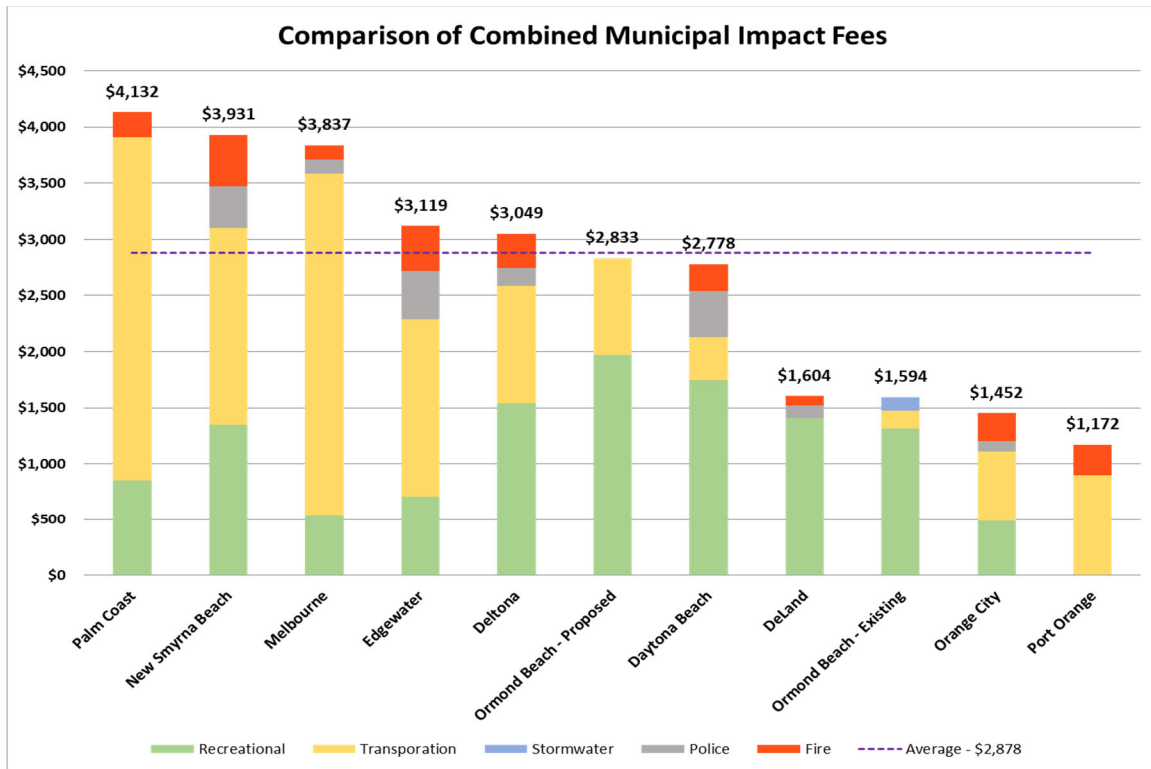
Based on the subsequent discussions in this section, the following table summarizes the City’s existing to proposed impact fees for the single-family residential classification as follows:

Single-family Residential Impact Fees		
	Existing Fees	Proposed Fess
Parks and Recreation	\$1,312.24	\$1,968.00
Stormwater	119.39	0.00
Local Roads	162.61	864.59
Total	<u>\$1,594.24</u>	<u>\$2,832.59</u>

Mobility Fees		
	Existing Fees	Proposed Fess
Rate per Person Trip	\$16.00	\$85.67

(Remainder of page intentionally left blank)

A comparison of the City's existing and proposed single-family residential impact fees levels to other local municipalities is shown below for informational purposes.



As shown above, the City's calculated impact fees are comparable to the impact fees charged other Florida communities surveyed.

The existing and proposed fee shown above for parks and recreation is only charged to residential properties, while fees for roads are also charged to non-residential properties. The non-residential fees are unique to the service requirements of each property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this study report.

Findings and Recommendations

The following is a summary of the observations and recommendations following our investigation, analyses, and preparation of this report:

1. The impact fees must be reasonably related to the cost of providing capital facilities / equipment needed to accommodate new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these Florida legal requirements.
2. Pursuant to Florida Statutes Section 163.31801, the City must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.
3. Collection of the fee may not be required before the issuance of the building permit.

4. In compliance with Florida Statutes the City should collect and maintain revenue from each type of municipal fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
5. The City should adopt the impact fees as proposed to ensure adequate funding sources are available to fund future service expansion projects needed to provide the identified level of service to new growth.
6. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally in order to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.
7. For reasons detailed in Section 4 of this report the City should consider the discontinuation of its stormwater impact fees.
8. The City should revise its impact fee credit policy so that credits from demolitions will no longer have an expiration date.
9. As detailed in Sections 6 and 7 of this report, we recommend that the City consider pursuing the development and establishment of police and fire protection impact fees.

The subsequent sections of this report provide detailed discussions on the existing and proposed impact fees for parks and recreation services, stormwater service, and local roads / mobility service as well as a discussion on the police and fire feasibility analyses and recommendations.

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DRAFT

**Planning Board minutes
from**

March 9, 2023

ITEM:

SE 2021-019

LDC amendment: Section 1-27, Impact
Fees (Impact Fee Credits)

C. LDC 2021-019, Land Development Code Amendment: Section 1-27, Impact Fees

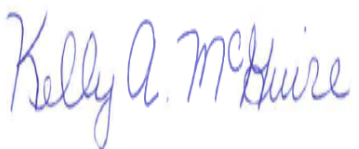
Mr. Spraker, Planning Director, explained LDC 2021-019, an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing 10 percent annual reduction of impact fee credits.

Mr. Spraker advised that when a building is demolished in a project, the impact fees expire 10 percent per year. After 10 years, all of the impact fee credits are lost. He continued that in 2015, there was a provision placed in the Code that specified that impact fee preservation can be done. Through the impact fee process there was advice given from the City's consultant that the impact fees should not be expired. If a use was there and it was demolished, the impact fees have been paid and satisfied, and the provision should be removed from the Code. The fees can be transferable by state law, therefore it is being asked for item C to be struck from the amendment.

Ms. Shull asked what impact fees pay for. Mr. Spraker replied that impact fees pay for capital facilities that new development creates, such as waterlines, sewer lines, capacity of the plant, turn-lane, sidewalk, trail, park and recreation. It allows capital facilities that are needed based on new growth. Examples were discussed.

Chairman Thomas ensured that no one from the public was present to speak on the subject, then opened it up to the Board for discussion and entertained a motion.

Mr. Railsback motioned to approve LDC 2021-019, Land Development Code Amendment: Section 1-27, Impact Fees. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

Meeting Date: 5/2/2023		AGENDA ITEM		Number: 8.D
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-24	
Strategic Goal:	Transportation & Community Development - Other			
Department :	Planning & Building			
Subject:	Annexation, 860 Hull Road and 1399 Hull Trail, Halifax Paving			
Budget Impact:	There is no budget impact associated with the requested annexation.			
Summary:	This is a voluntary request for an annexation submitted by the property owner, Durrance Properties, LLC, for property located at 860 Hull Road, Volusia Co. parcel number 4238-01-14-0020 and 1399 Hull Trail, Volusia Co. parcel number 4238-01-16-0010 totaling approximately 52 acres.			
Recommended Action:	It is recommended that the City Commission approve the annexation of approximately 52 acres located at 860 Hull Road, Volusia County parcel number 4238-01-14-0020 and 1399 Hull Trail, Volusia County parcel number 4238-01-16-0010, based on the following: 1. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utility provider for this area; 2. There is adequate city infrastructure to serve the subject property; 3. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 4. The subject property is contiguous to the city limits along the northwest and southeast property boundaries.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 4/19/2023 				

Claire Whitley, Assistant City
Manager

4/24/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, written in a cursive style.

Joyce Shanahan, City Manager

4/24/2023

A handwritten signature in blue ink, clearly legible as 'Joyce Shanahan', written in a cursive style.



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 2, 2023
Subject: Annexation, 860 Hull Road and 1399 Hull Trail, Halifax Paving
Commission Goal: Transportation & Community Development - Other

Introduction

This is a voluntary request for an annexation submitted by the property owner, Durrance Properties, LLC, for property located at 860 Hull Road, Volusia County parcel number 4238-01-14-0020 and 1399 Hull Trail, Volusia County parcel number 4238-01-16-0010 totaling approximately 52 acres.

Background

The property is located along Hull Road and seeks a utility connection for a planned office building. The property has an existing "Industrial" land use and a Volusia County zoning of I-2, Heavy Industrial. The annexation transmittal letter states the property includes Halifax Paving's office building, asphalt plant, construction yard, maintenance facility, and pasture.

Discussion

The property is part of an existing Volusia County enclave, surrounded by Ormond Crossings, the sports complex, and uses on Hull Road. Annexation is requested on the connection to utilities. The property owner has a site plan submittal for a building of approximately 10,300 square feet. City staff verified with Volusia County staff that the requested annexation was considered a reduction of an existing enclave. With annexation, the city will need to assign land use and zoning designations. There is an existing "Heavy Industrial" land use. An I-2, Heavy Industrial zoning designation will need to be created. There is an existing 12 inch water line and a 4 inch forcemain along Hull Road to provide utility service.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation. The property will continue to operate as it has under Volusia County jurisdiction.

Recommendation

It is recommended that the City Commission approve the annexation of approximately 52 acres located at 860 Hull Road, Volusia County parcel number 4238-01-14-0020 and 1399 Hull Trail, Volusia County parcel number 4238-01-16-0010, based on the following:

1. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utility provider for this area;
2. There is adequate city infrastructure to serve the subject property;
3. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and
4. The subject property is contiguous to the city limits along the northwest and southeast property boundaries.

Attachments:

1. 23-24 Annexation - 860 Hull Road & 1399 Hull Trail (P23-0069G)
2. Exhibit A, legal description, Halifax Paving, V2
3. Exhibit B, #01 - Petition-Consent for Annexation Application
4. 860 Hull Road, Halifax Paving, Map Series
5. #00 - Transmittal Letter.pdf V1, #00 03.20.2023

Approvals:



Kelly McGuire, Finance Director

Date: April 19, 2023



Claire Whitley, Assistant City Manager

Date: April 24, 2023

Joyce Shanahan

Joyce Shanahan, City Manager

Date: April 24, 2023

ORDINANCE NO. 2023-24

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 860 HULL ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-14-0020) AND 1399 HULL TRAIL (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-16-0010); SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Durrance Properties, LLC, a Florida Limited Liability Company, is the owner of two parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, the Property to be annexed consists of approximately 52 acres (Volusia County Parcel ID Nos.: 4238-01-14-0020 and 4238-01-16-0010) located at 860 Hull Road and 1399 Hull Trail, Ormond Beach, Florida; and

WHEREAS, Durrance Properties, LLC, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, City staff has determined that the annexation of the Property would reduce the size of an existing enclave, and the County of Volusia has concurred with said determination; and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes*, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City’s boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991); and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Property; now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit “B” bears the signature of the owner of the Property to be annexed at the time the petition was submitted to the City;
- (b) Durrance Properties, LLC, a Florida Limited Liability Company, is the owner of the Property listed in Exhibit “A” attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);
- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;
- (e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City’s Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and
- (f) The Property is reasonably compact, does not create any enclaves of unincorporated territory in Volusia County, and reduces the size of an existing enclave.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. The Volusia County land use plan and zoning and subdivision regulations applicable to the aforescribed real property are hereby continued as the same presently exist, until the City of Ormond Beach adopts a *Comprehensive Plan* amendment that includes the real property hereby annexed.

SECTION FOUR. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FIVE. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION SIX. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SEVEN. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION EIGHT. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 2nd day of May, 2023.

PASSED UPON at the second and final reading of the City Commission, this 16th day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Legal Description
from J.J. Matejka & Associates, Inc. Survey
field date September 22, 2022**

PARCEL 3: A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH $14^{\circ} 28' 17''$ WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ACROSS SAID HARMONY AVENUE, 80.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE AND THE POINT OF BEGINNING; THENCE NORTH $75^{\circ} 43' 06''$ WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1500.12 FEET TO A POINT IN THE WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST ALONG SAID LINE, 299.96 FEET TO A POINT IN THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5979, PAGES 1995 THROUGH 1997, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $75^{\circ} 43' 19''$ EAST ALONG SAID LINE, 1500.15 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF AFORESAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 299.87 FEET TO THE POINT OF BEGINNING. CONTAINING 10.33 ACRES MORE OR LESS.

EXHIBIT "A"**Page 2 of 6**

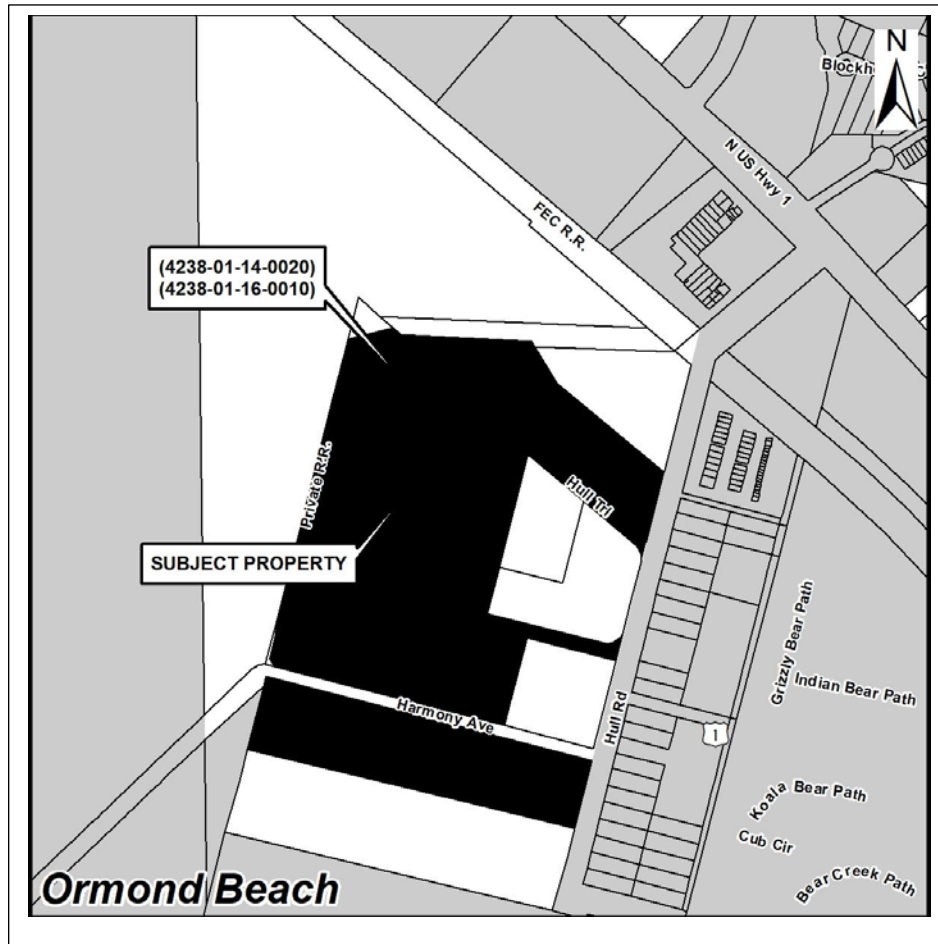
PARCEL 4: A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH $75^{\circ} 31' 40''$ WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGES 1679 THROUGH 1680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 400.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG THE WESTERLY LINE OF SAID PROPERTY, 399.91 FEET THE NORTHWEST CORNER THEREOF; THENCE $75^{\circ} 32' 03''$ EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 400.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 119.99 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, SAID POINT BEING IN THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4394, PAGES 738 THROUGH 740, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE PERIMETER OF SAID PROPERTY AND/OR THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PAGES 3435 THROUGH 3437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ} 01' 23''$, FOR AN ARC DISTANCE OF 94.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $59^{\circ} 28' 59''$ WEST, 84.87 FEET TO A POINT OF TANGENCY; THENCE NORTH $75^{\circ} 30' 20''$ WEST, 557.04 FEET; THENCE NORTH $14^{\circ} 28' 25''$ EAST, 715.21 FEET TO A POINT IN THE SOUTHERLY LINE OF HULL TRAIL, A 60 FOOT ACCESS AND UTILITY EASEMENT AS NOW LAID OUT; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 646.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $64^{\circ} 24' 00''$, FOR AN ARC LENGTH OF 67.44 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, AFORESAID; THENCE DEPARTING SAID PERIMETER AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF HULL ROAD, NORTH $14^{\circ} 28' 17''$ EAST, 104.32 FEET THE NORTHEAST CORNER OF SAID PARCEL "C"; THENCE NORTH $49^{\circ} 55' 43''$ WEST ALONG THE NORTHERLY LINE OF SAID PARCEL "C", 1458.51 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 2 WITHIN THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $74^{\circ} 55' 51''$ WEST ALONG THE SOUTHERLY LINE OF SAID PROPERTY 212.18 FEET TO A POINT IN WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST

ALONG SAID WESTERLY LINE, 1281.59 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 1 WITHIN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY PERIMETER OF SAID PROPERTY; THENCE SOUTH $10^{\circ} 16' 39''$ EAST, 16.00 FEET; THENCE SOUTH $07^{\circ} 43' 42''$ WEST, 52.58 FEET; THENCE SOUTH $13^{\circ} 33' 35''$ WEST, 101.07 FEET; THENCE SOUTH $32^{\circ} 13' 43''$ EAST, 39.72 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE; THENCE SOUTH $75^{\circ} 47' 16''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1056.70 FEET TO THE POINT OF BEGINNING. CONTAINING 32.86 ACRES MORE OR LESS. SAID PROPERTY BEING SUBJECT TO A 60 FOOT ACCESS AND UTILITY EASEMENT LYING WITHIN THE NORTHERLY 60 FEET OF SAID PARCEL, NAMED HULL TRAIL, AS NOW LAID OUT.

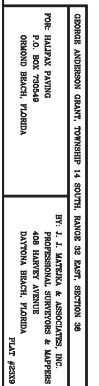
PARCEL 5:

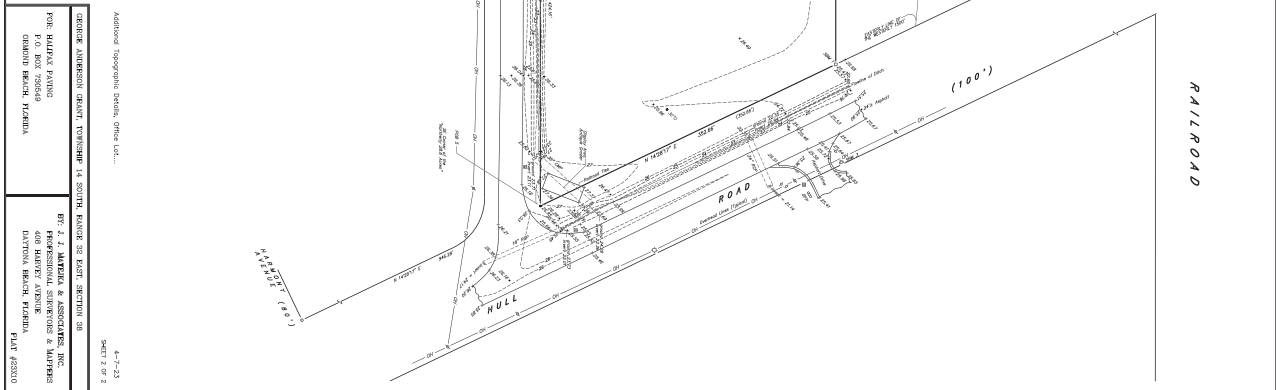
THAT PORTION OF THE NORTHERLY 28.6 ACRES OF THE WESTERLY 1500 FEET OF THAT PORTION OF THE GEORGE ANDERSON GRANT, BEING SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF THE FLORIDA EAST COAST RAIL ROAD RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE SOUTHEAST CORNER OF SAID NORTHERLY 28.6 ACRES; THENCE NORTH $14^{\circ} 28' 17''$ EAST, ALONG THE EASTERLY LINE OF SAID WESTERLY 1500 FEET AND ALONG THE WESTERLY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT (8-1-22), A DISTANCE OF 352.66 FEET; THENCE NORTH $49^{\circ} 55' 43''$ WEST PARALLEL WITH THE FLORIDA EAST COAST RAILROAD, AFORESAID, 750.58 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED, OF RECORD IN OFFICIAL RECORDS BOOK 6177, PAGES 3655-3657, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH $27^{\circ} 25' 11''$ WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, 85.25 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH $87^{\circ} 11' 51''$ WEST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 579.10 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY, AND TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 28.6 ACRES; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 1442.57 FEET TO THE POINT OF BEGINNING. CONTAINING 8.50 ACRES MORE OR LESS.

Location map



APPLICANT: Durrance Properties, LLC, a Florida Limited Liability Company
OWNER: Durrance Properties, LLC, a Florida Limited Liability Company
ADDRESS: 860 Hull Road and 1399 Hull Trail, Ormond Beach, Florida
PARCEL ID# 4238-01-14-0020 and 4238-01-16-0010







Updated October 1, 2021

City of Ormond Beach
Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org**INSTRUCTIONS**

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	Annexation	*Complete fee sheet (page 3)
Project Name:	HALIFAX PAVING OFFICE BUILDING	
Project Address:	860 Hull Rd, Ormond Beach, FL 32174	
Volusia County parcel number(s):	4238-01-14-0020, 4238-01-16-0010	
Description:	Annexation of approximately 52-acres of industrial property currently within unincorporated Volusia County.	
Pre-application date:		Pre-application waiver granted:

PROJECT COORDINATOR

Name:	Parker Mynchenberg & Associates, Inc.
Address:	1729 Ridgewood Ave.
City, State, Zip code:	Holly Hill, FL 32117
Telephone:	386-677-6891
E-mail:	info@parkermynchenberg.com

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER	
Same as project coordinator	Same as property owner
Name:	Durrance Properties, LLC / Leonard Durrance, Manager
Address:	1 John Anderson Drive, Apt. #719
City, State, Zip code:	Ormond Beach, FL 32176
Telephone:	386-676-0200
E-mail:	joey@halifaxpaving.net

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)	
Name:	E-mail:
Name:	E-mail:
Name:	E-mail:
Name:	E-mail:

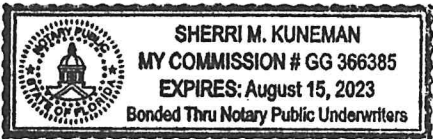
CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: Leonard G. Durrance

STATE OF FLORIDA
COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 4th day of AUGUST, 2022, by LEONARD DURRANCE as MANAGER (title*) for DURRANCE PROPERTIES LLC (name of corporation*), who () provided _____ as identification, or (✓) who is personally known to me.



Sherri M. Kuneman
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

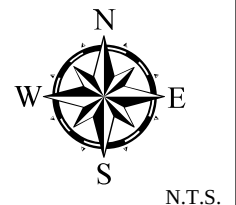
PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

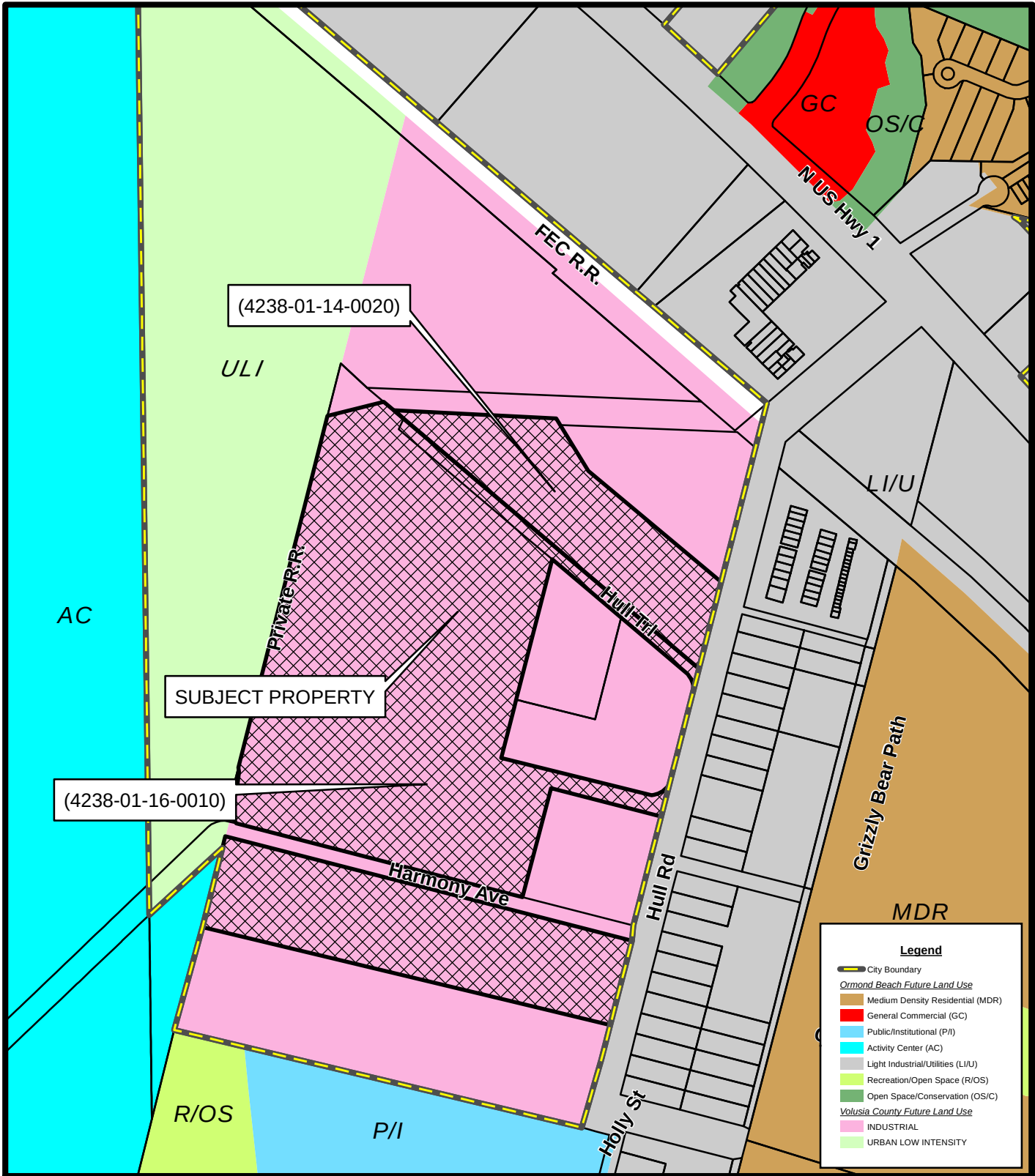
Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☒	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



AERIAL MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

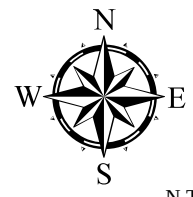
Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023



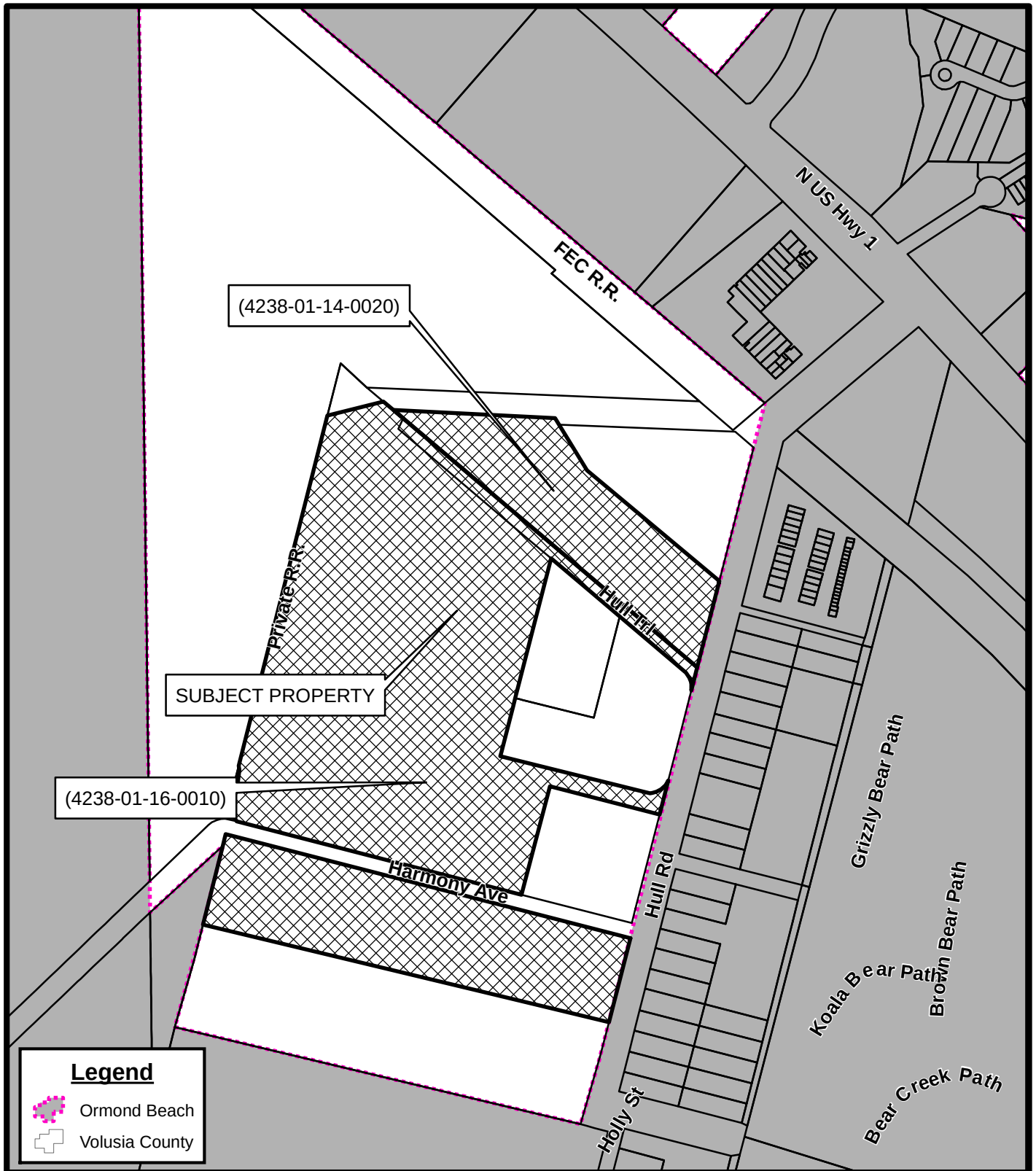


FUTURE LAND USE MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023

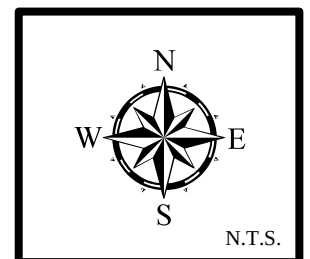


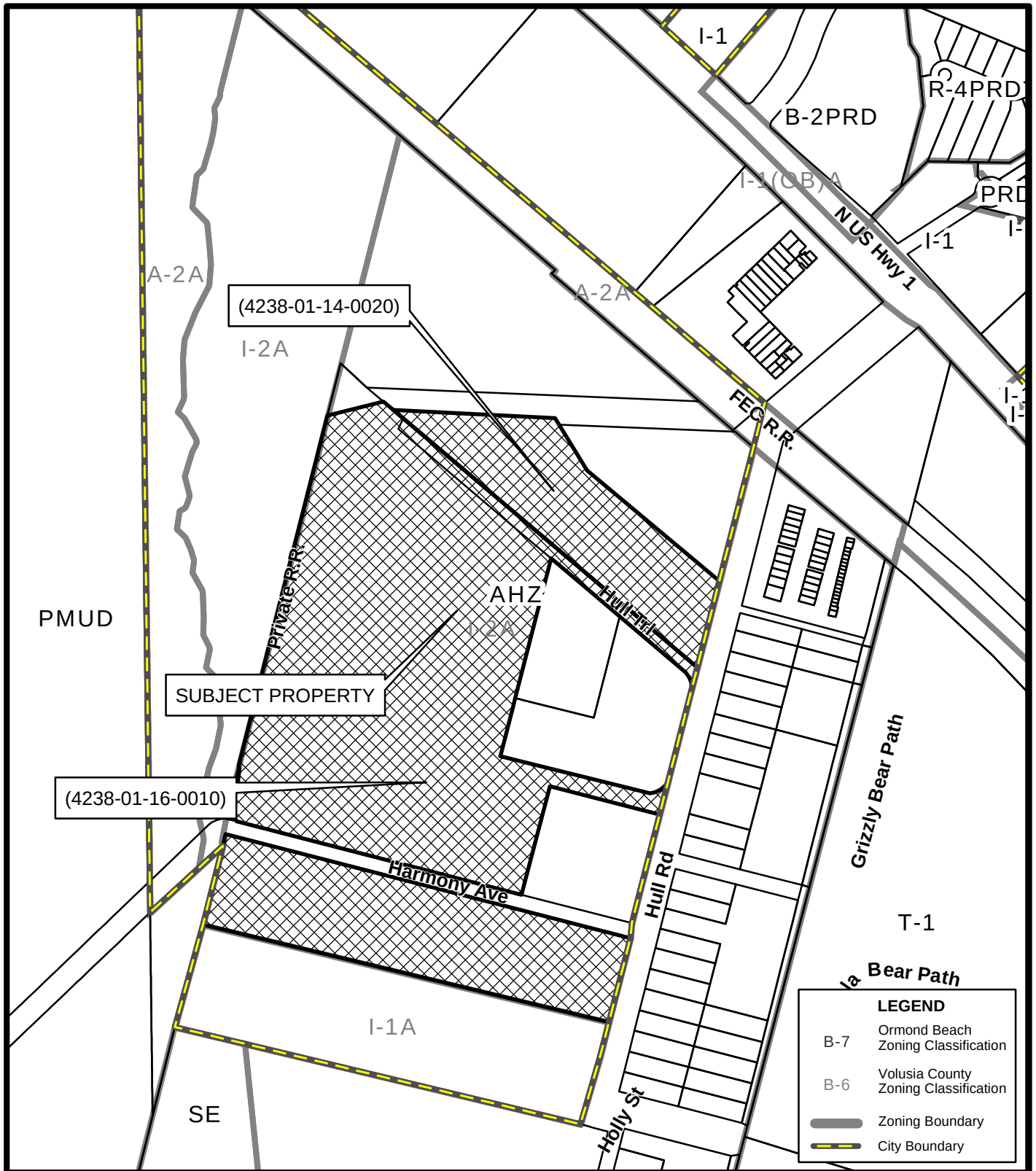
N.T.S.



LOCATION MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

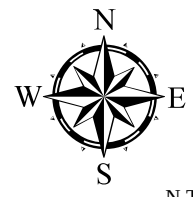
Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023





ZONING MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023



N.T.S.

Mr. Steven Spraker, AICP
Planning Director
The City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32175

Submitted Via ProjectDox

March 10, 2023

**Re: HALIFAX PAVING OFFICE BUILDING
Petition/Consent for Annexation Application**

Dear Steven:

Please find enclosed the following in reference with the above-referenced project:

1. One (1) copy of the Survey.
2. One (1) copy of the executed Petition/Consent for Annexation Application.
3. One (1) copy of the executed Letter of Authorization.
4. One (1) copy of the Warranty Deed.

Project Description: Annexation of approximately 52-acre industrial property currently within unincorporated Volusia County. This property includes Halifax Paving's office building, asphalt plant, construction yard, maintenance facility, and pasture.

Once the ProjectDox Project is created we will upload the documents.

Should you have any questions or need additional information, please contact me at (386)677-6891.

Yours truly,



Kevin Lee, P.E.

PM/kh

Enclosures

cc: Mr. Joey Durrance
Ms. Amanda Durrance