



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
October 4, 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. Manufacturing Month
 - B. Fire Prevention Week
 - C. National Domestic Violence Month
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - September 20, 2023
 - 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION

THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

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

8. 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. 2023-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-160:** A RESOLUTION APPROVING BEACH HOUSE GRAPHICS, LLC AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR GROWTH ASSISTANCE FUNDING AND PROPERTY TAX REIMBURSEMENT; AUTHORIZING AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-161:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SOUTHEAST VOLUSIA REGIONAL (SEVR) SWAT TEAM MUTUAL AID AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER, NEW SMYRNA BEACH AND SOUTH DAYTONA; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-162:** A RESOLUTION ACCEPTING A BID FROM WILLIAM MEDLEY CONSTRUCTION, INC. D/B/A MEDLEY SPORTS CONSTRUCTION FOR CONSTRUCTION SERVICES REGARDING THE SHADE COVER AND NETTING REPLACEMENT PROJECT, UNDER BID NO. 2023-33; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-163:** A RESOLUTION REJECTING ALL BIDS FOR THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT (BID NO. 2023-04); AUTHORIZING THE SOLICITATION OF PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **Intent to Bid – 2-inch Water Main Replacement North Peninsula Phase 4**

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

Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

G. **RFQ - Continuing Contracts for Professional, Architectural, & Engineering Services**

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

Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

H. **Riverside Drive Closures**

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

Disposition: Approve as recommended in the City Manager staff report dated October 4, 2023.

9. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 2023-49:** AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; 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

B. **ORDINANCE NO. 2023-50:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ ARCHER’S MILL PHASE 1” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **RESOLUTION NO. 2023-164:** A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010 AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-165:** A RESOLUTION DECLARING THE

INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF HAMMOND STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE AND NORTH OF PLANTATION OAKS BOULEVARD, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3125-08-00-0014, 3136-01-07-0010, AND 3136-01-01-0021; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-166:** A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. 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**

September 20, 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. Recognition of Florida Legislators
- 5. ADOPTION OF FISCAL YEAR 2023-2024 MILLAGE RATES AND BUDGET**
 - A. **RESOLUTION NO. 2023-146:** A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2023-2024; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226
 - B. **ORDINANCE NO. 2023-46:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2023-2024 FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226
- 6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 7. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - September 6, 2023
- 8. 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. 2023-147:** A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT BETWEEN THE CITY AND THE ORMOND MEMORIAL ART MUSEUM, INC.; AUTHORIZING THE EXPENDITURE OF FUNDING; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - B. **RESOLUTION NO. 2023-148:** A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY’S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director,

- C. **RESOLUTION NO. 2023-149:** A RESOLUTION ACCEPTING A PROPOSAL FROM HOYLE TANNER & ASSOCIATES, INC. REGARDING THE CONDUCTION OF AN AERONAUTICAL SURVEY AND PREPARATION OF AN OBSTACLE ACTION PLAN FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Lichliter, Airport Manager, (386) 615-7019

- D. **RESOLUTION NO. 2023-150:** A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226

- E. **RESOLUTION NO. 2023-151:** A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF VARIOUS CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS, UNDER BID NO. 2024-01; AUTHORIZING EXECUTION OF CONTRACTS AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-152:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPORTIONATE FAIR SHARE AGREEMENT IN RELATION TO THE RIDGEHAVEN PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **Construction & Demolition Franchise Renewal for Waste Management Inc. of Florida**

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

Disposition: Approve as recommended in the City Manager memorandum dated September 20, 2023.

- H. **RFP - Telecommunication System Upgrades and Improvements**

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

Disposition: Approve as recommended in the City Manager memorandum dated September 20, 2023.

- I. **RFP - Website Redesign and Streaming Services**

Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031
Disposition: Approve as recommended in the City Manager memorandum dated September 20, 2023.

J. **RFP - City Council Chambers Audio and Video Technology**

Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031
Disposition: Approve as recommended in the City Manager memorandum dated September 20, 2023.

K. **City Manager's Monthly Report, September 2023**

Staff Contact: Joyce Shanahan, City Manager, (386) 676-3200
Disposition: Accept as information as recommended in the City Manager memorandum dated September 20, 2023.

9. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 2023-47:** AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226

B. **ORDINANCE NO. 2023-49:** AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; 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

C. **ORDINANCE NO. 2023-50:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL PHASE 1" SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-153:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "ARCHER'S MILL PHASE 4", SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-154:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ ARCHER’S MILL PHASE 5”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-155:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ ARCHER’S MILL PHASE 6”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-156:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “BRADFORD LAKES”, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2023-48:** AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226

11. RESOLUTIONS

- A. **RESOLUTION NO. 2023-157:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 189 HIGHLAND AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4215-06-02-0150) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-158:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 70 HIDDEN HILLS DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

(PARCEL ID NO. 4219-01-15-0410) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. 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 #5 – Adoption of Fiscal Year 2023-2024 Millage Rates and Budget

Item #5A – Final Millage Rates for Fiscal Year 2023-2024

Mayor Partington opened the public hearings.

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-146
A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2023-2024; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated per Florida Statute, he was required to state the final millage rate for the City of Ormond Beach necessary to fund the Fiscal Year (FY) 2023-2024 budget was 3.9260 mills. The rate was 13.71 percent above the rolled back rate of 3.4525 mills. The debt service millage rate was 0.0800 for the 2010 General Obligation Bond Sinking Fund.

Mayor Partington stated it was a public hearing and inquired if there were any members of the public who wished to speak or ask questions prior to adoption of the millage rate and budget.

Mr. Jason Leslie, 3 Arbor Lake Park, stated he sent letters to the Commission expressing his opposition to the millage rates. He reviewed potential ideas to help keep the budget low, including a zero-balance budget.

Commissioner Tolland moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-146, as read by title only.

Mayor Partington stated the operating millage of 3.9260 mills was 13.71 percent above the rolled back millage rate. The resolution included adoption of the debt service millage rate of 0.0800 for the 2010 General Obligation Bond Sinking Fund.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	No

Mayor Partington announced the operating millage rate was set at 3.9260 mills, which was 13.71 percent above the rolled back millage rate of 3.4525 mills.

Item #5B – Fiscal Year 2023-2024 Proposed Budget

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-46
AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2023-2024 FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-46, on second reading, as read by title only.

Mayor Partington requested for the City Clerk to call the vote to adopt the budget of \$120,121,116.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	No

Mayor Partington closed the Public Hearings.

Item #6 – Audience Remarks

Belvedere Property

Mr. Randy Hayes, City Attorney, reminded the Commission the site was in unincorporated Volusia County and the Commission granted him and city staff broad authority to look at issues related to the proposed project. He reviewed the issues including the Florida Department of Environmental Protection (FDEP) permit and some of the steps the city was taking against the FDEP permit and potential future steps. He explained staff was in constant contact with Volusia County staff. He stated the county inquired if the city was willing to provide utilities to the property, and noted it was permissive by law for the Commission to not allow the utility connection as the property was outside of city limits. He explained there was no Interlocal Service Boundary Agreement in place. He inquired how the Commission wished to respond to the County. He read the request from Volusia County to the Commission.

Mayor Partington stated his response would be “heck no” to the city providing utilities and voiced his opposition to the proposed project.

Commissioner Tolland moved, seconded by Commissioner Persis, that the Commission had no intention or desire to provide utilities or annexation to the Belvedere property.

Mayor Partington inquired if it would be appropriate to include the annexation aspect in the motion; whereby, Mr. Hayes stated if the property owners requested annexation it would come before the Commission as an Ordinance and could be addressed then.

Commissioner Tolland amended her motion and moved, seconded by Commissioner Persis, that the Commission had no intention or desire to provide utilities to the Belvedere property at 874 Hull Road.

Commissioner Tolland voiced her opposition of the project.

Commissioner Sargent stated the fight would continue and thanked the residents who voiced their concerns.

Commissioner Persis thanked the community for their fight and expressed concerns regarding the project.

Commissioner Briley inquired if it would be appropriate to make a motion in opposition of annexing the property.

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

Commissioner Briley moved, seconded by Commissioner Sargent, that the Commission was not interested in annexation of 874 Hull Road.

Commissioner Tolland thanked the residents for all their hard work regarding the project.

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

Ms. Connie Colby, 108 Roble Lane, inquired if the motion made for the utilities was for the property, company or both. She expressed concerns regarding the growth of Ormond Beach and requested the Commission consider a moratorium on new development in the northern part of the city until the Belvedere property issues were resolved.

Ms. Elena Krafft, 28 Old Canyon Lane, expressed her support of the Commissions motions and inquired how the city would prevent similar project in the future. She reviewed concerns around the project.

Mr. Ron Begin, 110 Sawtooth Lane, waived his time.

City of Port Orange Mayor Don Burnette expressed his support of the City’s motions. He reviewed that the Volusia League of Cities passed a resolution of support opposing the proposed project. He explained the City of Port Orange would also provide a resolution of support, noting the entirety of the Volusia County cities did not want the project in the county.

Mr. Raymond Franzem, 31 Gentle Ben Path, indicated concerns regarding the number of trucks proposed to go to and from the project. He felt Belvedere was deceptive regarding the proposed traffic and air quality.

Ms. Patricia Franzem, 31 Gentle Ben Path, voiced support of the Commissions motions. She expressed concerns regarding traffic, health concerns, fire safety, and terrorism.

Mr. Jeff Boyle, 612 North Halifax Drive, thanked the Commission, staff and residents for their work in opposition of the project and noted his concerns regarding the criticism from some of the residents.

Mr. Ron Morrison, 20 Timberlake Lane, waived his time.

Ms. Lindsey Pate, 40 Wild Cat Lane, encouraged the city and county to work together against the project. She played audio and shared concerns regarding the project. She asked the Commission and staff to encourage the residents to speak up.

Mr. Randy Dye, 1459 North Tomoka Farms Road, Daytona Beach 32124, discussed his personal experience living near a fuel farm.

Ms. Catherine Pante, Daytona Beach, expressed concerns regarding the project and the developers.

Ms. Karen Delisle, 3225 Lienster Circle, thanked the Commission for their motions and actions in opposition of the project. She shared her concern regarding the future developments in the northern area of Ormond Beach.

Ms. Robin Magleora, 88 Greenwood Avenue, expressed her support of the Commissions actions. She indicated the residents would support any actions to aid in the opposition. She requested more information regarding the public meetings pushed out on social media and to remove the Heavy Industrial zoning.

Mr. Leslie thanked staff for their work and the Commission for their motions, noting the residents wanted transparency. He recounted his experience near a fuel farm.

Ms. Amy Brenneman, 41 Grizzly Bear Path, waived her time.

Mr. Craig Smith, Ormond Beach, thanked the Commission for their motions, noting there was still a fight to be had. He stated his appreciation towards staff and noted there was an application approved and inquired if the Commission was involved with the process.

Ms. Josie Coulson, 81 Cypress Grove Lane, waived her time.

Ms. Rebecca Mangali, 764 Hope Street, requested staff look at other avenues to help aid the opposition of the fuel farm. She suggested a town hall meeting between the City Commission and Volusia County Council to discuss the proposed project and future plans. She stated members of the public were confused and requested staffs help to clear up that confusion.

Mr. Robert Moore, 25 Black Creek Way, voiced his appreciation of the opposition towards the project and his concerns regarding the project.

Commissioner Briley thanked the residents for their work and noted the Commission was with them. He explained the process for their response and indicated concerns regarding the FDEP permit notification being in the Hometown News. He voiced his concerns regarding the project.

Commissioner Persis concurred with Commission Briley noting the safety of the citizens came first.

Commissioner Sargent stated the Commission and staff learned from the project and were taking steps to help spread the information. He discussed items on the Consent Agenda that would help showcase the transparency of the city.

Commissioner Tolland agreed with the Commission and thanked staff for their work. She noted the Commission heard all of the residents' concerns and she would stay strong in her opposition.

Mayor Partington stated he received word from Volusia County Council Chair Jeff Brower who thanked the Commission for their actions and noted his support. He thanked the residents for their remarks and articulated his concerns for the project. He discussed the process behind the project.

Commissioner Briley encouraged the residents to express their concerns to the county.

Other Audience Remarks

Ms. Mary Davis-Johnson, 283 Golden Avenue, request help in the cleanup of Seldon Avenue and reviewed the issues there.

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, stated she represented Dream Green Volusia and shared International Clean Up Day event highlights. She discussed properties on the Volusia Forever B list and encouraged the Commission to consider providing support, and noted Florida Forever would discuss funding the conservation of the property at an upcoming meeting.

Mayor Partington recessed the City Commission meeting at 8:16 p.m.

Mayor Partington reconvened the City Commission meeting at 8:24 p.m.

Item #7 – Approval of Minutes

Mayor Partington advised the minutes of the September 6, 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 Sargent, for approval of the September 6, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #8 – 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.

Mayor Partington noted there was a citizen request to pull Item 8C.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the consent agenda, absent Item 8C.

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

Item #8C – Work Authorization – Aeronautical Survey and Obstruction Analysis Services

City Clerk Susan C. Dauderis read by title only:

Resolution NO. 2023-149
A RESOLUTION ACCEPTING A PROPOSAL FROM HOYLE TANNER & ASSOCIATES, INC. REGARDING THE CONDUCTION OF AN AERONAUTICAL SURVEY AND PREPARATION OF AN OBSTACLE ACTION PLAN FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Sharon Trescott, 689 Pineland Trail, unincorporated Volusia County, requested the City Commission continue the item and receive further detail on the survey. She stated she believed there were discrepancies and misinformation in the supporting documentation.

Ms. Pate suggested the City Commission send the survey through the bidding process to promote healthy competition.

Ms. Mangali stated the bid process provided better options.

Commissioner Briley stated the vendor had historical data on the airport, noting they were a specialized company.

Mr. Steven Lichliter, Airport Manager, stated Hoyle & Tanner Associates was a company who specialized in small general aviation airports, noting there were many specialized firms under a continuing contract with the city.

Ms. Joyce Shanahan, City Manager, explained there were many continuing contracts with different providers, noting they would be on the agenda for the October 4, 2023 City Commission meeting to be rebid.

Mayor Partington stated he could support continuing the item until the continuing contracts were finalized, noting he would like time to look into the inconsistencies Ms. Trescott discussed.

Commissioner Tolland inquired if the survey was a mandated item; whereby, Ms. Shanahan stated the Florida Department of Transportation (FDOT) required the city to do the survey and put any obstacles on a map. She inquired if there was a timeline when FDOT required the work to be completed; whereby, Mr. Brian Rademacher, Economic Development Director, stated FDOT would like for the survey to be completed before the next inspection in February.

Commissioner Persis moved, seconded by Commissioner Sargent, to table Resolution No. 2023-149, for 90 days.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes

Carried.

Commissioner Tolland
Mayor Partington

Yes
Yes

Comments on the Consent Agenda

Commissioner Sargent and Commissioner Persis expressed support for Item 8D, regarding the Property, Casualty, Liability and Workers’ Compensation Insurance for fiscal year 2023-2024.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Amendment to Water and Wastewater Rates

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-47
AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-47, on second reading, as read by title only.

Call Vote:

Commissioner Persis
Commissioner Briley
Commissioner Tolland
Commissioner Sargent

Yes
Yes
Yes
Yes

Carried.

Mayor Partington

Yes

Item #9B – Land Development Code Amendments, Certificate of Use

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-49
AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the request was to amend the Land Development Code to help differentiate between a Certificate of Use and Business Tax Receipt and explained the difference. He noted the Planning Board recommended approval.

Mayor Partington noted there were no speakers for or against the item at the Planning Board meeting and he had no requests to speak on the item.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-49, on first reading, as read by title only.

Call Vote:

Commissioner Briley
Commissioner Tolland
Commissioner Sargent
Commissioner Persis

Yes
Yes
Yes
Yes

Carried.

Mayor Partington

Yes

Item #9C – Archer's Mill Phase 1, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-50
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL PHASE 1” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the item was a request to approve a final plat and provided background on the project. He noted the Planning Board recommended approval.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-50, 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 #9D – Archer’s Mill Phase 4, Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-153
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ ARCHER’S MILL PHASE 4”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-153, as read by title only.

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

Item #9E – Archer’s Mill Phase 5, Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-154
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ ARCHER’S MILL PHASE 5”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-154, as read by title only.

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

Item #9F – Archer’s Mill Phase 6, Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ ARCHER’S MILL PHASE 6”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-155, as read by title only.

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

Item #9G – Bradford Lakes, Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-156
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “BRADFORD LAKES”, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley provided background on the Plantation Oaks development.

Mayor Partington clarified there were many public hearings and the item was the final technical review.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-156, as read by title only.

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

Mayor Partington closed the public hearings.

Item #10 – Second Reading of Ordinances

Item #10A – Amendment to Solid Waste Rates

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-48
AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-48, on second reading, as read by title only.

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

Item #11 – Resolutions

Item #11A – Lien Approval for Demolition, 189 Highland Avenue

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-157
A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 189 HIGHLAND AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4215-06-02-0150) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-157, as read by title only.

Commissioner Sargent inquired about the pricing for the demolitions; whereby, Mr. Spraker stated the Chief Building Official solicits bids for the demolition and noted the pricing varied due to the square footage of the structure. Commissioner Sargent requested future invoices include the square footage.

Commissioner Tolland moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-157, as read by title only.

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

Item #11B – Lien Approval for Demolition, 70 Hidden Hills Drive

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-158
A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 70 HIDDEN HILLS DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4219-01-15-0410) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-158, as read by title only.

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

Item #12 – Reports, Suggestions, Requests

Events, Thanks, and Requests

Ms. Joyce Shanahan, City Manager requested a workshop regarding Cassen Park for October 4, 2023; whereby, the entire Commission agreed. She reminded the Commission the meeting on October 4, 2023, was on a Wednesday due to National Night Out to be held on October 3, 2023. She also requested a special Commission meeting regarding the Hunter’s Ridge Regional Development Impact (DRI) on October 25, 2023; whereby, the entire Commission agreed.

Ms. Claire Whitley, Assistant City Manager, requested a meeting pending the outcome of the September 26, 2023, Planning Board meeting regarding Tomoka Reserve on November 7, 2023, noting it was a normal meeting day but could start at 6:00 p.m.

Commissioner Briley noted concerns regarding lack of time for normal business.

Mayor Partington requested staff keep the agenda with normal business light to allow the focus to be Tomoka Reserve, noting the meeting would conclude at 10:30 p.m.

Mr. Hayes thanked the Commission for their direction and work regarding the Belvedere project, noting staff was working with many agencies, including Volusia County, to help with the opposition.

Commissioner Sargent thanked the Finance Director and Assistant Finance Director for their work on the budget, staff for the website, telecommunications, and chamber upgrade items from the consent agenda, and to Public Works staff for their assistance with a citizen issue. He stated the Commission and staff were looking out for the residents.

Commissioner Persis thanked staff for their work on the demolitions and liens. She reviewed events she attended.

Commissioner Briley thanked staff and residents for their work on the Belvedere project. He stated September was Realtor Safety Month and thanked Ormond Beach Police Chief Jesse Godfrey for presenting at a corresponding event.

Commissioner Tolland thanked the Commission, residents, and staff for their work on the Belvedere project and to the Finance staff for their work on the budget. She reported on events she attended and upcoming events. She inquired if the Commission would support sending a letter in favor of Volusia Forever purchasing the Ford Marsh property near the Ormond Scenic Loop and Trail; whereby, the Commission agreed.

Ms. Shanahan stated staff would compose and the Mayor could sign.

Crime Stoppers Banquet

Ms. Shanahan stated Ormond Beach Police Detective Jessica Fowler was Ormond Beach's nominee for Crime Stoppers Officer of the Year.

Commissioner Sargent, Commissioner Persis, Commissioner Briley and Commissioner Tolland expressed their support and congratulations to Detective Fowler.

Citizens Academy

Commissioner Briley suggested the Commission introduce a Citizen's Academy to help engage members of the public and increase their knowledge on the city; whereby, Commissioner Tolland agreed and suggested the Ormond Beach Chamber of Commerce collaborate. Commissioner Briley stated it should be ran by the city as the Chamber of Commerce already had a leadership academy.

Mayor Partington noted there were many heads nodding in agreeance of the Citizens Academy and asked staff to bring back ideas; whereby, Ms. Shanahan stated staff would bring it back around the first of the year.

Commissioner Sargent inquired if businesses could help offset any costs; whereby, Ms. Shanahan stated most of the associated costs would be staff time.

Mayor Partington stated Commissioner Persis had interest in a Student Academy; whereby, Ms. Shanahan stated the Chamber of Commerce had a leadership academy for high schoolers that included a government day and that could satisfy that aspect for now.

Item #13 – Adjournment

The meeting was adjourned at 9:17 p.m.

APPROVED: October 4, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-159
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - John Searcy & Associates, Inc. for Construction Administration Services, Downtown East Granada Utility Undergrounding Project		
Summary:	This is a request for the City Commission, also acting as the Community Redevelopment Agency (CRA) for the City, to approve a Work Authorization with John Searcy & Associates, Inc. (JSA), for construction administration services for the Downtown East Granada Utility Undergrounding Project. On August 1, 2023, the Commission approved the bid award for the Downtown East Granada Utility Undergrounding Project, Bid No. 2023-24. The work consists of the undergrounding of overhead Florida Power & Light (FP&L) utilities, conversion of overhead customer electric services to underground, installing conduit and wiring for East Granada Boulevard median islands power and empty conduit for irrigation control, and all associated site work and restoration as required at the CRA District, East Granada Boulevard. Staff negotiated a scope of work and cost with JSA to provide construction administration services in the amount of \$38,500. The services provided by JSA will supplement the work of City staff in the oversight of the construction of this project, and provide for a dedicated on-sight construction manager who will provide coordination of all activities by the contractor, be the contact point for businesses and property owners within the project area, prepare notifications for delivery to stakeholders and distribution through appropriate channels, and provide quality control for project construction. The proposed fee is 3.9% of the construction contract amount of \$991,928; this is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.		

Financial Impact:	Total construction administration cost is \$38,500. As this project was initially included in the prior year budget, an amendment will be needed to allocate funding and will be derived from Fund 104-Community Redevelopment, which has sufficient funds available.
Citizen Impact:	Beautification of the Downtown CRA has been identified as a priority for the benefit of Ormond Beach citizens.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with JSA for the Downtown East Granada Utility Undergrounding Project, for the not to exceed amount of \$38,500.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	23-159 E Granada Utility Underground-John Searcy (P23-0168G) - Work Authorization-CEI Services
Approval:	Kelly McGuire, Finance Director 9/7/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023

RESOLUTION NO. 2023-159

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM JOHN SEARCY & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District (“District”), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency (“Agency”) for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund (“Trust Fund”) for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City solicited a proposal from John Searcy & Associates, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the downtown East Granada utility undergrounding project (“the Project”) in accordance with the provisions of Section 2-300 of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by John Searcy & Associates, Inc. to provide construction administration services for the aforescribed project at a cost not to exceed \$38,500.00 is in the best overall interest of the City and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the Project will be deposited to the credit of the Downtown Redevelopment Trust Fund (104) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The proposal submitted by John Searcy & Associates, Inc. to provide construction administration services regarding the downtown East Granada utility undergrounding project at a cost not to exceed \$38,500.00 is hereby accepted.

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a Work Authorization with John Searcy & Associates, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund.

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON

Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and John Searcy & Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Downtown - East Granada Utility Undergrounding – CEI Services

Project Description: Engineering services to provide construction administration for the above referenced project. as detailed in the attached proposal dated July 10, 2023.

Estimated Project Construction Cost: \$992,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Construction Administration Services	Fixed Fee	\$38,500.00
Total Fee Authorized:	Not to Exceed	<u>\$38,500.00</u>

Funding Source: TIF Fund (104)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH, a Florida
Municipal Corporation and the **CITY OF
ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ACCEPTED:
JOHN SEARCY & ASSOCIATES, INC.

By: _____
Bill Partington
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

By: _____
David P. Cratem, P.E.
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.

6320 St. Augustine Road, Suite 2
Jacksonville, FL 32217

John Searcy & Associates, Inc.
Electrical Engineers



Florida Certificate No. 4805

Phone: (904) 739-1231

Fax: (904) 737-3367

July 10, 2023

George Lavatelli, P.E.
Construction Engineer
22 South Beach Street | Ormond Beach, FL 32174

Re: City of Ormond Beach - E Granada Utility Underground

Construction Administration Proposal

Dear Mr. Lavatelli,

We are pleased to offer engineering services for the above referenced project in accordance with the following scope for a fee of (\$38,500.00).

Scope of Work:

1. Participate with the Pre-Construction Meeting.
2. Participate with Construction Kick-Off Meeting.
3. Review contractor shop drawing submittals.
4. Perform walk-downs as requested by owner during the construction process.
5. Review change orders.
6. Provide input to Requests For Information (RFI) during construction.
7. Participate in Substantial Completion Inspection.
8. Participate with Final Inspection.
9. Review contractor as-built documents.
10. Prepare Record Drawings based on Contractor As-Built markups.

If you are in agreement with our fee and the scope of our services, please sign a copy of this letter agreement and return it to me.

_____/07/10/23
David P. Cratem -President / Date
for John Searcy and Associates

_____/_____
George Lavatelli, P.E. / Date
for City of Ormond Beach

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION							
CITY OF ORMOND BEACH, FLORIDA							
PART ONE - GENERAL							
1. PROJECT				2. PROPOSAL NUMBER			
Granada Underground Construction Services							
3. CONSULTANT				4. DATE OF PROPOSAL			
John Searcy & Associates, Inc.				7/10/2023			
PART TWO - LABOR RELATED COSTS							
5. DIRECT LABOR		HOURLY RATE		ESTIMATED HOURS		ESTIMATED COST	TOTAL
Principal		\$ 83.75		55		\$ 4,606.25	
Senior Engineer		\$ 55.40		145		\$ 8,033.00	
Designer		\$ -		0		\$ -	
Cadd Technician		\$ 28.75		36.5		\$ 1,049.38	
Clerical		\$ 27.50		10		\$ 275.00	
TOTAL DIRECT LABOR							\$ 13,963.63
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE)							\$ 20,945.44
OVERHEAD RATE - 150% X TOTAL DIRECT LABOR							
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)							\$ 34,909.06
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%							\$ 3,490.91
PART THREE - OTHER COSTS							
9. MISCELLANEOUS DIRECT COSTS							
REPRODUCTION							
10 SHEETS 60 SETS .40/SHEET							
COPYING 5000 PAGES @.12/PAGE							
original vellums	5.70 each						\$ -
SHIPPING							
OTHER (PLEASE SPECIFY)		Aerial photos, photos, etc.					
MISCELLANEOUS DIRECT COSTS SUBTOTAL							
							\$0.00
10. SUBCONTRACTS - LUMP SUM							
ESI							
Engineering							
Surveying-Clary							
Geotech							
SUB-CONTRACT SUBTOTAL							
							\$ -
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)							\$ 38,399.97
11. REIMBURSABLE COSTS (LIMITING AMOUNT)							
TRAVEL							
OTHER (SPECIFY)							
							\$ 100.00
SUBTOTAL REIMBURSABLE							\$ 100.00
PART FOUR - SUMMARY							
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE)							
ITEMS 5,6,8,9,10,&11							\$ 38,499.97



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-160
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development		
Subject:	Beach House Graphics Growth Assistance Program Funding		
Summary:	Beach House Graphics is an Ormond Beach-based Florida company that specializes in vehicle wraps and small signage. The company is expanding their services to better fit the community into e-commerce sales, paper products, promotional items, and trade show production. As a Business-to-Business company, their client list includes the automotive industry, professional services, and hotels. They propose building a brand new state-of-the art production facility at 7 E. Tower Circle in the Airport Business Park, hereinafter referred to as the "Project Site." The Beach House Graphics Growth Assistance Agreement is structured as a performance-based incentive program and provides incentives for major capital investment of industrial property and property tax reimbursement for the investment of a 11,500 square foot manufacturing facility at 7 East Tower Circle to provide the opportunity to expand production and office space, resulting in the retention of 5 jobs and estimated creation of 3-4 jobs over a year. Estimated cost of the construction of the facility is approximately \$1,543,000 million. If approved, Beach House Graphics is eligible for a maximum property tax reimbursement of \$28,777 over the first 5 years of the project. The amount of property tax revenue is based on the increased property taxes on the project site generated by the construction of the new facility and added capital equipment. The percentage of annual property tax reimbursement is designed to decline over a 5-year period to allow the company to offset the costs associated with the substantial initial capital investment at the project site and provides for the City to begin collecting property tax revenue in year 4 of the tax reimbursement program. As the percentage of the property tax reimbursement declines, the City's amount of property tax revenue		

	increases. Upon the completion of the 5 year property tax reimbursement program, the City receives 100% of the property taxes generated. The maximum capital investment incentive is \$45,000 and is based on a projected capital investment by the company of \$1,543,000 million. The incentive will be applied to the value of the new equipment and construction cost related to the project, as verified in accordance with the Agreement. The incentive does not include expenditure on office equipment or office supplies. The growth assistance funding is designed to provide economic development incentives to Beach House Graphics for the capital investment in the Project Site, which will encourage the expansion and growth of the company in the City. The City is responsible for ensuring the proposed growth assistance funding is allocated in accordance with the provisions of the agreement and taxpayers receive a fair benefit from public expenditure. Therefore, Beach House Graphics shall be subject to funding recapture or rescission of the agreement if the company fails to maintain its operation at the Project Site for the 10 year term, the City's appropriation to the company for the capital investment growth assistance and property tax reimbursement shall be repaid in full per section 6.2 of the Agreement.
Financial Impact:	The growth assistance funds are performance based and will not be expended until Beach House Graphics verifies the capital investment and property taxes for each year that has been paid as projected in the Growth Assistance Agreement. The City will allocate a maximum of \$73,777 of grant funds from General Fund to be used for the project over a 5-year period. <u>The total growth assistance funding available under the Agreement is for an amount up to, but not to exceed, \$73,777.</u> The monitoring of the project is for a 10-year period to ensure compliance. A fiscal and economic impact analysis was completed using the Impact DataSource economic impact model the City uses to evaluate project impact on the local economy. The net benefits to the City over the 10-year period is estimated to be \$145,791.
Citizen Impact:	The impact to the community will be positive, as approval of the Growth Assistance Program funding will improve and increase the overall manufacturing activity in the City and result in additional private sector jobs, modernization of industrial facilities, increase in property values, and increase in tax revenue to the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Beach House Graphics Growth Assistance Agreement.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	23-160 Beach House Graphics GAP (P23-0174G) - Beach House Graphics Agreement

	3. Economic Impact Analysis for BHG Expansion
Approval:	Kelly McGuire, Finance Director 9/19/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023

RESOLUTION NO. 2023-160

A RESOLUTION APPROVING BEACH HOUSE GRAPHICS, LLC AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR GROWTH ASSISTANCE FUNDING AND PROPERTY TAX REIMBURSEMENT; AUTHORIZING AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 166.021, city economic development activities constituting a public purpose may include, but are not limited to, making grants to private enterprise for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, the Ormond Beach Strategic Economic Development Plan (“SEDP”), adopted by the City Commission on April 18, 2023 recommends establishing business incentives for qualified businesses as stated in objectives 1.3 and 2.5 of the SEDP; and

WHEREAS, Beach House Graphics, LLC (“BHG”) is a large format printing company that specializes in vehicle wraps and small signage, and is expanding their services to better fit the Ormond Beach community into e-commerce sales, paper products, promotional items, and trade show production; and

WHEREAS, beginning in year 2023, with the aid of growth assistance funding BHG intends to secure a long-term lease and build a state-of-the art manufacturing facility at 7

East Tower Circle in the Airport Business Park (the “Project Site”) to locate its headquarters and manufacturing facility to, that will result in the retention of five jobs and anticipated job growth over the coming years; and

WHEREAS, 7 E Tower, LLC, is the owner of 7 East Tower Circle, and is an entity created by the owners of BHG. A lease will be required between BHG and 7 E Tower, LLC, for the Project Site; and

WHEREAS, pursuant to the terms of the lease between BHG and 7 E Tower, LLC, BHG will be responsible for payment or reimbursement of the property taxes for the Project Site, including any increases that result from BHG’s improvements to the Project Site; and

WHEREAS, BHG will expend approximately \$1,543,000 in construction of an industrial building, build-out of offices, warehouse and production space at the Project Site; and

WHEREAS, the Project has been identified as a target industry in the Florida Department of Economic Opportunity Qualified Target Industry list, and identified as a target industry in the Ormond Beach Strategic Economic Development Plan; and

WHEREAS, in order to obtain the benefit of the area revitalization, the City is making funds available to BHG up to the amount of, but not exceeding, \$73,777 to provide a mutually beneficial economic incentive and assistance for BHG to construct a new facility to locate it’s operations to in Ormond Beach; and

WHEREAS, the \$73,777 funding consists of the following: 1) up to \$45,000 for capital improvements; and 2) up to \$28,777 in property tax reimbursement over a five-year period; and,

WHEREAS, the City Manager has certified that funds in the amount of \$73,777 for the Project have been appropriated to the General Fund (001) and have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The City Commission hereby recommends that Beach House Graphics, LLC be approved as a Qualified Target Industry Business.

SECTION TWO: The Mayor and City Manager are hereby authorized and directed to execute a Growth Assistance Agreement with BHG, and to pay the cost of up to, but not exceeding, \$45,000 for capital improvements, and \$28,777 in property tax reimbursement for a total of up to, but not exceeding, \$73,777 from the General Fund. A copy of the Growth Assistance Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ORMOND BEACH ECONOMIC DEVELOPMENT GROWTH ASSISTANCE AGREEMENT

CITY OF ORMOND BEACH, FLORIDA

and

BEACH HOUSE GRAPHICS, LLC

This Growth Assistance Program 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 Beach House Graphics, LLC, registered to do business in the State of Florida, herein referred to as "BHG".

WITNESSETH

WHEREAS, the purpose of the growth assistance funding is to recruit and or retain businesses with high wage private sector employment opportunities for the citizens of Ormond Beach, encourage capital investment for construction of new industrial space or for the modernization of existing commercial property, increase commercial and residential property values; and

WHEREAS, BHG is a Florida Company that is a large format printing company that specializes in vehicle wraps and small signage expanding their services to better fit the Ormond Beach community into e-commerce sales, paper products, promotional items, and trade show production. As a Business-to-Business company, their client list includes the automotive industry, professional services, and hotels; and

WHEREAS, BHG is proposing to expand its Ormond Beach company and locate its headquarters and manufacturing facility to 7 East Tower Circle, Ormond Beach, FL hereinafter referred to as the "Project Site". The primary reasons for the proposed relocation to the Project Site include building a new, larger, state-of-the-art facility to expand production and increase sales and e-commerce opportunities. BHG will retain their existing workforce of 5 employees at the Project Site with anticipated job growth over the coming years; and

WHEREAS, 7 East Tower Circle is a parcel of approximately 1.8 acres of land in the Airport Business Park, and is owned by 7 E Tower, LLC. BHG shall have a long-term lease in place for the Project Site. BHG intends to invest approximately \$1.5 million in construction of an industrial building, build-out of offices, warehouse and production space that will enhance the Airport Business Park and manufacturing sector of the city; and

WHEREAS, pursuant to the terms of the lease between BHG and 7 E Tower, LLC, BHG will be responsible for payment of the property taxes for the Project Site, including any increases that result from improvements to the Project Site; 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

WHEREAS, pursuant section 166.021, city economic development activities constituting a public purpose may include, but are not limited to, making grants to private enterprise for recruiting and expansion of businesses existing in the community; and

WHEREAS, the Ormond Beach Strategic Economic Development Plan (SEDP), was adopted by the City Commission on April 18, 2023, which recommends establishing business incentives for qualified businesses as stated in objectives 1.3 and 2.5 of the SEDP; and

WHEREAS, BHG has been identified as a target industry; and

WHEREAS, to obtain the benefit of the capital investment and additional tax revenue generated by an expansion of a manufacturer in Ormond Beach, and assuring the growth of new private sector employment in the City, the City shall provide property tax incentives for a five-year period with up to twenty-eight thousand seven hundred seventy-seven dollars (\$28,777), as outlined in Attachment A of this agreement and up to the amount of forty-five thousand (\$45,000) for capital investment for the construction and new manufacturing equipment at the Project Site; and

WHEREAS, the total growth assistance funding available under the Agreement is for an amount up to, but not to exceed, seventy-three thousand seven hundred seventy-seven dollars (\$73,777).

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:

Section 1. Recitals

The above recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions

2.1 The “Project” that is subject to this Agreement is the improvement and capital investment at the Project Site in Ormond Beach and the resulting job retention and creation.

2.2 The “Project Site” for purposes of this Agreement is approximately 11,500 square feet of office/warehouse/manufacturing space in a building located at 7 East Tower Circle, Ormond Beach, of the Volusia County property Appraiser, Parcel ID 421802000340 and shall consist of all facilities, equipment, tools and furnishings utilized in or with respect to the Project owned by Beach House Graphics, or any other affiliate, that are added to the City’s personal property tax rolls during the period covered under this Agreement.

Section 3. Effective Date and Term

3.1 Effective Date and Term. The Effective Date of this Agreement shall be the date of its proper execution by Beach House Graphics and approval by the City Commission, whichever occurs last. The Agreement shall terminate upon Beach House Graphics completion of its eligibility requirements under Section 4.2, unless terminated sooner pursuant to Section 6.3.

Section 4. Eligibility and Payment

4.1 Beach House Graphics is eligible for capital investment and property tax incentive in the total amount of \$73,777. Of that amount, the maximum capital investment assistance is \$45,000.00 for capital expenditures incurred and completed within twelve (12) months from the Effective Date of this Agreement. The eligible property tax incentive is not to exceed \$28,777 and in accordance with Attachment A.

4.2 Beach House Graphics eligibility for capital investment and property tax incentive is contingent upon:

- a. Adoption of a resolution by the City Commission approving the growth assistance funding for the Project.
- b. Appropriation by the City Commissioners in each applicable fiscal year of revenues for the payment of the funds hereunder, including reimbursement for capital expenditures and City of Ormond Beach property taxes.
- c. Beach House Graphics written application for funding for the particular calendar year, and provision to the City Economic Development Director of all documents, statements, and other evidence of completion of the requirements contained in this Agreement, including, without limitation, a lease indicating lease terms of the

Project Site, City business tax receipts, certification by City Building Official of Certification of Completion for the Project and value of the related property construction, date or dates of completion of such construction, or other property comprising the Project are placed in service at the Project Site.

- d. Beach House Graphics lease of the Project Site and the company maintaining its Florida based manufacturing business at the Project Site for a minimum of ten (10) years from the Effective Date of this Agreement.
- e. Beach House Graphics receipt of its Certificate of Occupancy from the City Building Official within twelve (12) months of the Effective Date of this Agreement.

4.3 Capital Investment Incentive Payment. The maximum capital investment incentive is \$45,000.00 and is based on a projected capital investment by Beach House Graphics in the first year for the renovations and installation of new manufacturing equipment at the Project Site. The capital investment incentive will be applied to the value of the new equipment and construction cost related to the project, as verified in accordance with the Agreement. The incentive does not include expenditures for office equipment or office supplies. The eligible costs include expenditures for improvements at the Project Site, including interior and exterior improvements and related manufacturing equipment, and utility improvements to the building. Capital improvements must be completed within twelve (12) months from the Effective Date of this Agreement to be eligible for capital investment incentive payment.

The capital investment incentive shall be paid as follows: Upon receiving the City's Certificate of Occupancy, Beach House Graphics may make application for payment. The application shall include a detailed accounting of the costs and certified by Beach House Graphics. The City of Ormond Beach Chief Building Official shall review and approve of the eligible costs, up to the maximum incentive amount of \$45,000.00. Improvements not completed within twelve (12) months from the Effective Date of the Agreement will not be funded.

4.4. Property Tax Incentive. The amount of property tax incentive for the new construction and buildout of the approximate 11,500 square foot facility to be located at 7 East Tower Circle is set forth in Attachment A. The City shall reimburse Beach House Graphics the City of Ormond Beach's portion of the property taxes as outlined in Attachment A up to and no more than \$28,777 for property taxes paid for improvement to the property over the calendar/tax years 2024 through 2029, as an economic development incentive, pursuant to the terms and conditions set forth herein.

Beach House Graphics expressly understands that the City will not accrue obligations for annual funding payments for calendar/tax years in which it fails to pay property taxes at the Project Site. If upon termination of this Agreement Beach House Graphics has received an amount of installment payments less than the amount set forth herein, the City shall have no obligation to pay the deficiency.

Section 5. Records, Audit, Breach, Repayment, Termination, and Notice

5.1 Beach House Graphics shall maintain books, records, and other evidence relating to the Project (“Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the Property in a manner that fulfills the requirements of this Agreement.

5.2 Beach House Graphics acknowledges the City shall have the right to audit the Books and Records from time to time for compliance by Beach House Graphics with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, which shall extend for a period of two (2) years after the term of this Agreement. The cost of any such audit shall be borne by the City.

5.3 The City shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

Section 6. Taxpayer Protection Clause

6.1 **Clawbacks and Rescissions.** The growth assistance funding is designed to provide economic development incentives to Beach House Graphics for the capital investment to redevelop and renovate at the Project Site located in Ormond Beach, which will encourage the retention and growth of Beach House Graphics in the City of Ormond Beach. The City is also responsible to ensure the proposed growth assistance funding is allocated in accordance with the provisions of this Agreement and that taxpayers receive a fair benefit from the public expenditure. Therefore, Beach House Graphics shall be subject to funding recapture or rescission of the Agreement if:

a. **Property Tax Incentive:** Should Beach House Graphics fail to build an 11,500 square foot manufacturing facility and obtain the City’s Certificate of Occupancy within twelve (12) months from the Effective Date of this Agreement, this Agreement is null and void. Beach House Graphics shall occupy and conduct the manufacturing process at the Project Site for a minimum of ten (10) years from the date of issuance of the City’s Certificate of Occupancy. Should Beach House Graphics fail to occupy or conduct their manufacturing operation at the Project Site at any time during the ten-year period, the City shall provide written notice to Beach House Graphics that the property tax reimbursement shall be discontinued and any payments made to Beach House Graphics pursuant to Attachment A shall be repaid in full to the City within 30 days of City notification to Beach House Graphics.

b. **Capital Investment:** Should Beach House Graphics fail to maintain its operation at the Project Site for a minimum of ten (10) years from Effective Date of this Agreement, the City’s appropriation to Beach House Graphics for the capital investment growth assistance funding shall be repaid in full to the City within 30 days of City notification to Beach House Graphics.

c. Repayment provisions of section 6.1 survive termination of this Agreement.

6.2 Repayment. Beach House Graphics shall be liable for repayment of any funds dispersed under the terms of this Agreement that may be deemed by the City to have been dispersed in error.

6.3 Termination. If Beach House Graphics fails to meet eligibility requirements of section 4.2 c through e, and such failure continues after the City provides 30 days written notice to Beach House Graphics, or in the event Beach House Graphics files for bankruptcy protection or is subject to an involuntary bankruptcy, the City has the right to immediately terminate this Agreement. If upon termination of this Agreement, Beach House Graphics has received an amount of installment payments less than the amount set forth in section 4, the City shall have no obligation to pay the deficiency, however Beach House Graphics shall be liable to the City for any funds subject to reimbursement or return pursuant to section 6.1 of this Agreement.

6.4 Waiver. Waiver by the City or breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.5 Severability. If any term or provision of this Agreement shall, to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected in anyway, and each remaining term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6 Notices. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addressees below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

City of Ormond Beach
City Manager, Joyce Shanahan
22 South Beach Street
Ormond Beach, Florida 32174

Beach House Graphics, LLC
Krista Robison, CFO
9 East Tower Circle, Unit B
Ormond Beach, Florida 32174

Section 7. Indemnification and Attorneys Fees

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 (2012).

If either party takes any action to enforce the terms of this Agreement, the prevailing party in any action shall be liable to the other party for all of its costs and fees, including but not limited to reasonable attorneys' fees, litigation costs, expert fees and investigation costs from the time the breach occurs through any trials, appeals or administrative action.

Section 8. Assignment

Beach House Graphics shall not assign any rights or duties under this Agreement to any other party without the prior written consent of the City. Such consent shall not be unreasonably withheld to the extent that any successors or assigns to Beach House Graphics shall satisfactorily meet all eligibility criteria and other requirements of this Agreement.

Section 9. Laws and Venue and Waiver

9.1 Beach House Graphics will comply with all applicable federal, state and local laws and rules and regulations.

9.2 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.

9.3 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.

Section 10. Other Conditions

10.1 The parties agree that this Agreement constitutes the entire Agreement of the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when such have been reduced to writing, signed by both parties, and approved by City Commission.

10.2 The name of the official payee to whom the City shall issue checks shall be Beach House Graphics, LLC.

10.3 This Agreement is for the benefit of the City and Beach House Graphics, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity or agencies, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

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:

BEACH HOUSE GRAPHICS, LLC

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

Attest: _____
Print Name: _____
Title: _____

**ATTACHMENT A
ORMOND BEACH ECONOMIC DEVELOPMENT
PROPERTY TAX INCENTIVE AGREEMENT**

**CITY OF ORMOND BEACH, FLORIDA
and
BEACH HOUSE GRAPHICS, LLC**

Property Tax Incentive

The **maximum** property tax incentive provided to Beach House Graphics, LLC (“BHG”) by the City of Ormond Beach over a five (5) year period is \$28,777. The company intends to invest approximately \$1,543,000 million in constructing an industrial building, parking and landscaping at 7 East Tower Circle in the Airport Business Park (“Project Site”). The Project Site is owned by 7 E Tower, LLC; and BHG shall have a long-term lease in place for the Project Site. Pursuant to the terms of the lease between BHG and 7 E Tower, LLC, BHG will be responsible for payment of the property taxes for the project site, including any increases that result from improvements to the Project Site.

The following table indicates the estimated taxes generated by the construction of the new manufacturing facility and added investment by Beach House Graphics for the capital equipment to the facility. The City shall reimburse Beach House Graphics for the additional property taxes resulting from the proposed improvements and capital investment in equipment to the Project Site.

The City shall reimburse Beach House Graphics for the increased amount of property taxes as verified by the City’s Finance Director, for the improvements to the property located at 7 East Tower Circle as indicated in Table 1 and in accordance with the Beach House Graphics Property Tax Incentive Agreement.

Table 1. Estimated Property Tax Incentive Reimbursement Amount and Schedule

Assessment Year	Percentage of Annual Property Tax Reimbursement	Beach House Graphics Estimated Property Tax Reimbursement	City Estimated Property tax revenue	Estimated Payment Year
Year 1 (2024)	100%	\$6,181.26	\$0	(2025)
Year 2 (2025)	100%	\$6,304.89	\$0	(2026)
Year 3 (2026)	100%	\$6,403.99	\$0	(2027)
Year 4 (2027)	75%	\$4,899.44	\$1,633.16	(2028)
Year 5 (2028)	75%	\$4,987.42	\$1,675.84	(2029)
Total		\$28,777.00		

The Percentage of Annual Property Tax Reimbursement is designed to allow Beach House Graphics to offset the costs associated with the substantial initial capital investment at the Project Site.

The Estimated Property Tax column on Table 1 is based on the City's estimated millage rate for FY 2023-24 \$4.006/\$1,000 in property valuation and the estimated value of the improvements to the Project Site is \$1,543,000, which results in approximately \$6,181.26 in additional property tax revenue in year one. The property tax revenue for the following four years is based on a 2% increase in property values and a year one millage rate year. Upon the completion of the five-year (5) property tax reimbursement program, the City receives 100% of the property taxes generated at the Project Site.

The reimbursement schedule in Table 1 is a projection of future property valuation and an estimate of property taxes to be paid over the 5-year period. Irrespective of the future accuracy of the projected schedule of property tax reimbursement in Table 1, Beach House Graphics is eligible for reimbursement of the entire amount of increase in property taxes paid within the 5-year period up to \$28,777.00.



IMPACT REPORT - CURRENT & EXPANSION

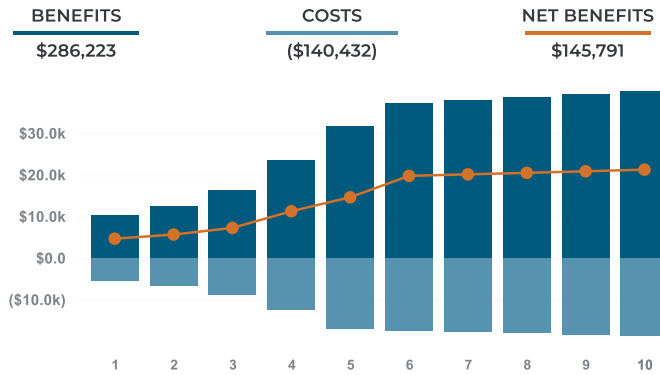
BEACH HOUSE GRAPHICS

Scenario 1 with Client Data

Business Retention & Expansion

Manufacturing

City of Ormond Beach



NET BENEFITS \$145,791

Present Value \$105,846

BENEFITS

Real Property Taxes*	\$37,117
FF&E Property Taxes	\$4,295
New Residential Property Taxes	\$972
Utility Revenue	\$174,613
Utility Franchise Fees	\$12,832
Miscellaneous Taxes and User Fees	\$38,680
Communications Services Taxes	\$4,389
Utility Service Taxes	\$11,705
State Shared Revenue	\$1,619

Benefits Subtotal \$286,223

COSTS

Cost of Government Services	(\$72,163)
Cost of Utility Services	(\$68,269)

Costs Subtotal (\$140,432)

*Above values exclude
Property Tax Abatement \$27,583

JOBS



20.5 Total

16.0 Direct

4.5 Spin-off

12.0 New Jobs @ \$45,000

4.0 Retained Jobs @ \$37,500

16.0 Direct Jobs @ \$40,000

SALARIES



\$39,568 Avg

\$40,000 Direct

\$38,039 Spin-off

CAPITAL INVEST.



\$1.4M

Buildings + FF&E

INCENTIVE ANALYSIS

\$45,000

Total Incentive

\$3,750

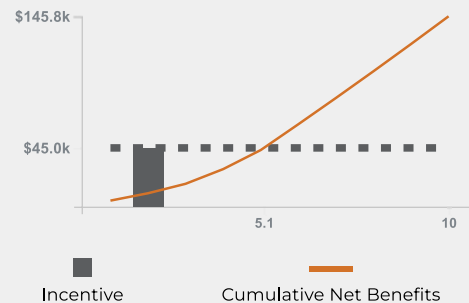
Per New Job

32.4%

Rate of Return

5.1 Yrs

Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$145,791
COUNTY	\$102,486
SCHOOL DISTRICT	\$162,038
OTHER	\$16,360

Beach House Graphics - Impact Report - Current & Expansion



Scenario 1 with Client Data

Project Type: Business Retention & Expansion

Industry: Manufacturing

Prepared By: City of Ormond Beach

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by City of Ormond Beach using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for City of Ormond Beach.

This report, generated by the Impact DashBoard application, has been prepared by City of Ormond Beach to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. City of Ormond Beach made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

City of Ormond Beach and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Beach House Graphics is a large format printing company that specializes in vehicle wraps and small signage. The company is expanding their services to better fit the Ormond Beach community into e-commerce sales, paper products, promotional items, trade show production. As a Business-to-Business company their client list includes the automotive industry, Professional Services, and Hotels to name a few.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF ORMOND BEACH			
Direct	4.0	12.0	16.0
Spin-off	1.1	3.4	4.5
Jobs Total	5.1	15.4	20.5
SALARIES			
Direct	\$1,642,458	\$5,361,152	\$7,003,610
Spin-off	\$440,946	\$1,439,292	\$1,880,238
Salaries Total	\$2,083,404	\$6,800,444	\$8,883,848

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
City of Ormond Beach	\$33,420	\$112,371	\$145,791
Volusia County	\$2,200	\$100,286	\$102,486
Volusia County Public Schools	\$38,389	\$123,649	\$162,038
St. John's River WMD	\$179	\$4,441	\$4,620
Florida Inland Navigation District	\$22	\$552	\$574
Halifax Hospital Authority	\$248	\$5,949	\$6,197
Mosquito Control District	\$132	\$3,192	\$3,323
Ponce Inlet & Port Authority	\$65	\$1,581	\$1,646
	\$74,655	\$352,020	\$426,675

The remainder of this report will focus on the total combined economic and fiscal impact associated with the current and expanded operations.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF ORMOND BEACH			
Jobs	16.0	4.5	20.5
Annual Salaries/Wages at Full Ops (Yr 5)	\$818,738	\$219,804	\$1,038,542
Salaries/Wages over 10 Years	\$7,003,610	\$1,880,238	\$8,883,848

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF ORMOND BEACH			
Workers who will move to City of Ormond Beach	0.7	0.2	0.9
New residents in City of Ormond Beach	1.9	0.5	2.4
New residential properties constructed in City of Ormond Beach	0.1	0.0	0.1
New students to attend local school district	0.4	0.1	0.5

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF ORMOND BEACH						
Year	Land	Water	Improvements	Other	Total	Total
1	\$4,819	\$175,000	\$1,300,000	\$95,000	\$1,570,000	\$1,574,819
2	\$7,374	\$178,500	\$1,326,000	\$135,500	\$1,640,000	\$1,647,374
3	\$12,535	\$182,070	\$1,352,520	\$128,700	\$1,663,290	\$1,675,825
4	\$20,458	\$185,711	\$1,379,570	\$121,900	\$1,687,182	\$1,707,639
5	\$31,300	\$189,426	\$1,407,162	\$115,100	\$1,711,687	\$1,742,988
6	\$31,926	\$193,214	\$1,435,305	\$108,300	\$1,736,819	\$1,768,745
7	\$32,565	\$197,078	\$1,464,011	\$101,500	\$1,762,590	\$1,795,154
8	\$33,216	\$201,020	\$1,493,291	\$94,700	\$1,789,011	\$1,822,227
9	\$33,880	\$205,040	\$1,523,157	\$87,900	\$1,816,098	\$1,849,978
10	\$34,558	\$209,141	\$1,553,620	\$83,600	\$1,846,362	\$1,880,920

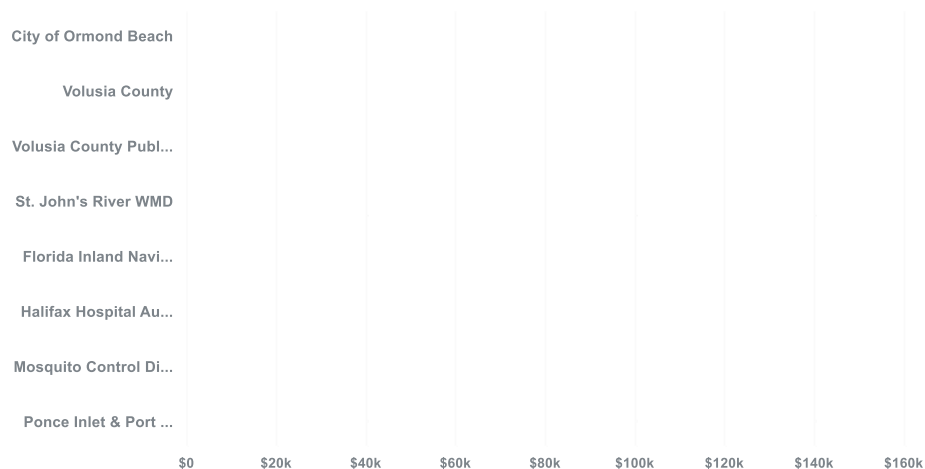
Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	Present Value of Net Benefits	Present Value of Net Costs	Present Value of Net Benefits	Present Value of Net Costs
City of Ormond Beach	\$286,223	(\$140,432)	\$145,791	\$105,846
Volusia County	\$200,789	(\$98,303)	\$102,486	\$79,023
Volusia County Public Schools	\$220,116	(\$58,078)	\$162,038	\$124,128
St. John's River WMD	\$4,620	\$0	\$4,620	\$3,536
Florida Inland Navigation District	\$574	\$0	\$574	\$440
Halifax Hospital Authority	\$6,197	\$0	\$6,197	\$4,750
Mosquito Control District	\$3,323	\$0	\$3,323	\$2,546
Ponce Inlet & Port Authority	\$1,646	\$0	\$1,646	\$1,261
Total	\$723,488	(\$296,814)	\$426,675	\$321,529

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION			
City of Ormond Beach	\$27,583	\$45,000	\$72,583
Volusia County	\$0	\$0	\$0
Volusia County Public Schools	\$0	\$0	\$0
St. John's River WMD	\$0	\$0	\$0
Florida Inland Navigation District	\$0	\$0	\$0
Halifax Hospital Authority	\$0	\$0	\$0
Mosquito Control District	\$0	\$0	\$0
Ponce Inlet & Port Authority	\$0	\$0	\$0
Total	\$27,583	\$45,000	\$72,583

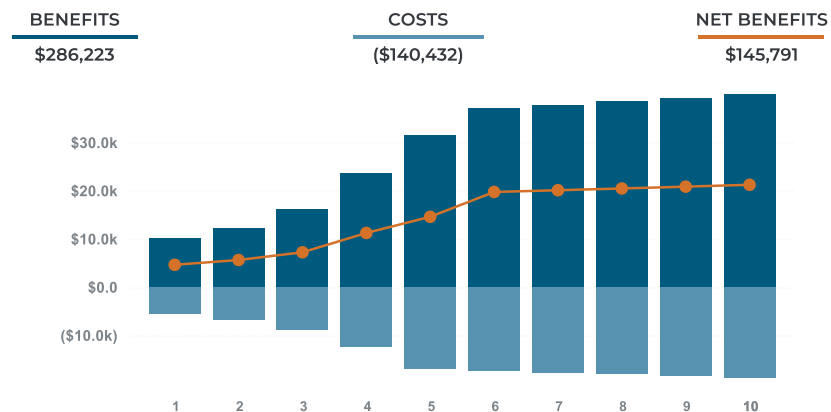
City of Ormond Beach Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Ormond Beach over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF ORMOND BEACH			
Real Property Taxes*	\$0	\$37,117	\$37,117
FF&E Property Taxes	\$2,804	\$1,491	\$4,295
New Residential Property Taxes	\$0	\$972	\$972
Utility Revenue	\$50,237	\$124,376	\$174,613
Utility Franchise Fees	\$3,460	\$9,372	\$12,832
Miscellaneous Taxes and User Fees	\$10,424	\$28,256	\$38,680
Communications Services Taxes	\$1,183	\$3,207	\$4,389
Utility Service Taxes	\$3,154	\$8,551	\$11,705
State Shared Revenue	\$0	\$1,619	\$1,619
Benefits Subtotal	\$71,262	\$214,961	\$286,223
Cost of Government Services	(\$19,447)	(\$52,716)	(\$72,163)
Cost of Utility Services	(\$18,396)	(\$49,874)	(\$68,269)
Costs Subtotal	(\$37,842)	(\$102,590)	(\$140,432)
Net Benefits	\$33,420	\$112,371	\$145,791

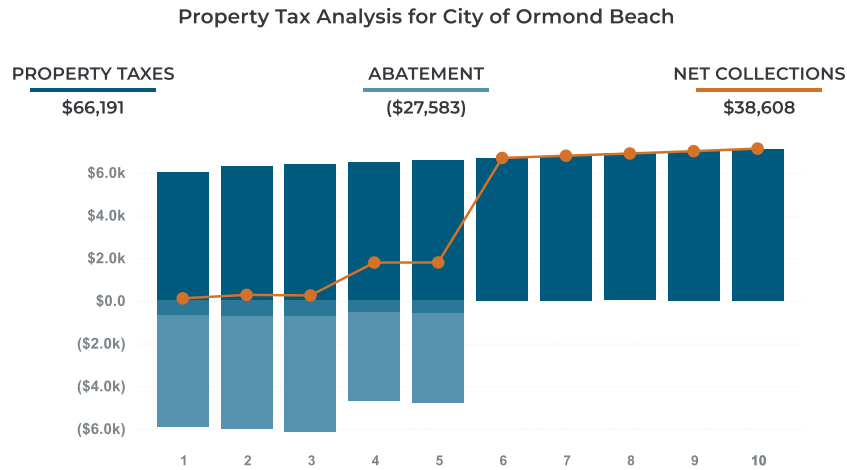
*Excludes Property Tax Abatement valued at \$27,583

Annual Fiscal Net Benefits for City of Ormond Beach



Tax Incentives

The following property tax incentive is modeled for City of Ormond Beach in this analysis.

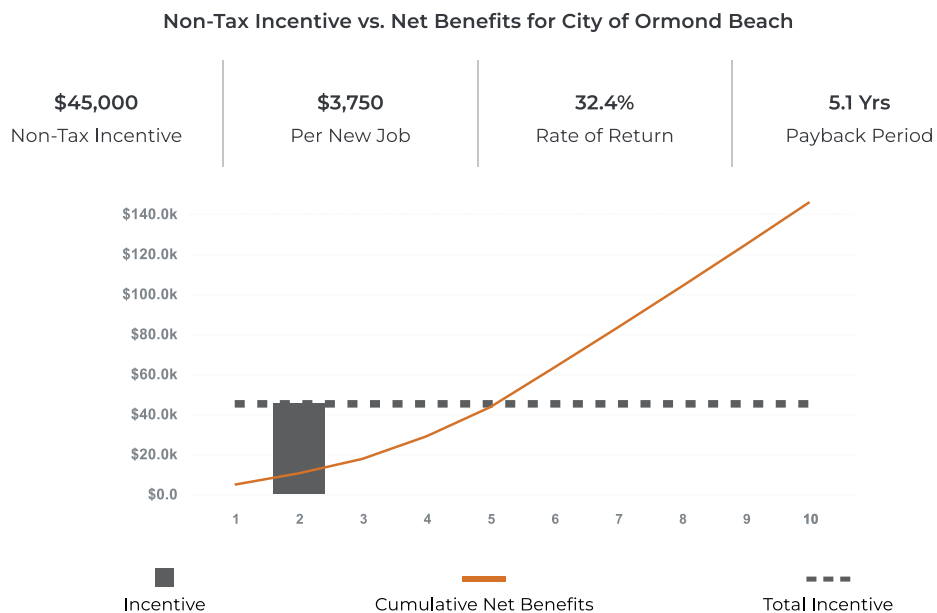


Non-Tax Incentives

City of Ormond Beach is considering the following non-tax incentives for the Project.

NON-TAX INCENTIVES UNDER CONSIDERATION	
YEAR	NON-TAX INCENTIVE
1	\$0
2	\$45,000
Total	\$45,000

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Ormond Beach. The intersection indicates the length of time until the incentives are paid back.

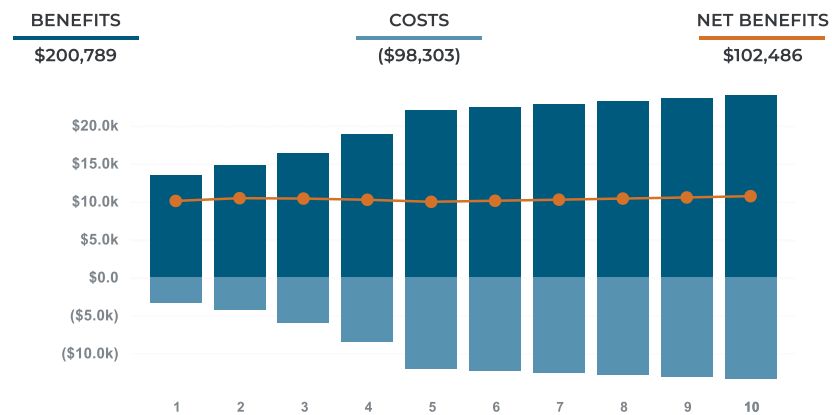


Volusia County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Volusia County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: VOLUSIA COUNTY			
Sales Taxes	\$0	\$0	\$0
Real Property Taxes	\$0	\$107,345	\$107,345
FF&E Property Taxes	\$4,652	\$2,474	\$7,126
New Residential Property Taxes	\$0	\$4,800	\$4,800
Tourist Development Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$5,519	\$16,153	\$21,672
Miscellaneous Taxes and User Fees	\$12,395	\$47,451	\$59,846
Benefits Subtotal	\$22,566	\$178,223	\$200,789
Cost of Government Services	(\$17,739)	(\$67,879)	(\$85,617)
Cost of Utility Services	(\$2,628)	(\$10,058)	(\$12,686)
Costs Subtotal	(\$20,366)	(\$77,937)	(\$98,303)
Net Benefits	\$2,200	\$100,286	\$102,486

Annual Fiscal Net Benefits for Volusia County

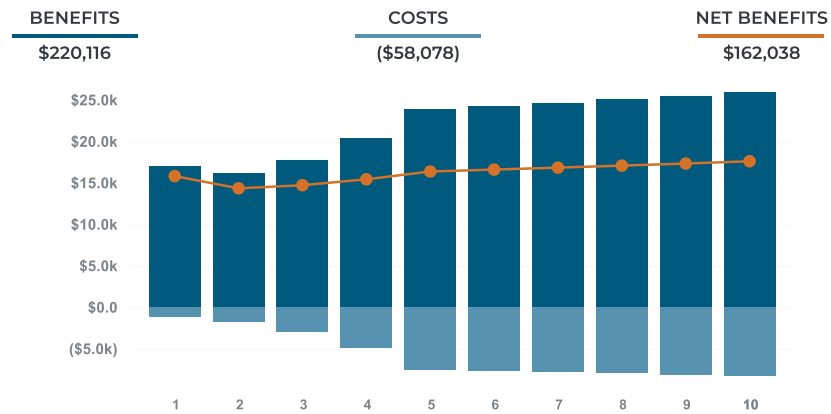


Volusia County Public Schools Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Volusia County Public Schools over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: VOLUSIA COUNTY PUBLIC SCHOOLS			
Sales Taxes	\$33,992	\$8,876	\$42,868
Real Property Taxes	\$0	\$101,443	\$101,443
FF&E Property Taxes	\$4,397	\$2,338	\$6,734
New Residential Property Taxes	\$0	\$5,091	\$5,091
Addtl. State & Federal School Funding	\$0	\$63,980	\$63,980
Benefits Subtotal	\$38,389	\$181,728	\$220,116
Cost to Educate New Students	\$0	(\$58,078)	(\$58,078)
Costs Subtotal	\$0	(\$58,078)	(\$58,078)
Net Benefits	\$38,389	\$123,649	\$162,038

Annual Fiscal Net Benefits for Volusia County Public Schools



St. John's River WMD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by St. John's River WMD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: ST. JOHN'S RIVER WMD			
Real Property Taxes	\$0	\$4,138	\$4,138
FF&E Property Taxes	\$179	\$95	\$275
New Residential Property Taxes	\$0	\$208	\$208
Benefits Subtotal	\$179	\$4,441	\$4,620
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$179	\$4,441	\$4,620

Annual Fiscal Net Benefits for St. John's River WMD

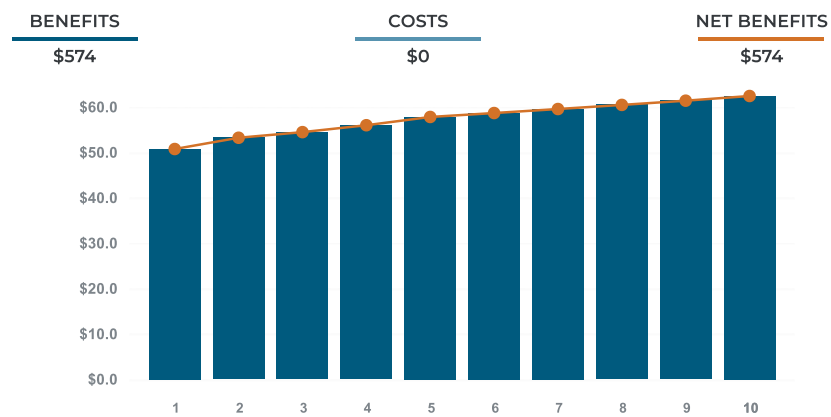


Florida Inland Navigation District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Florida Inland Navigation District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: FLORIDA INLAND NAVIGATION DISTRICT			
Real Property Taxes	\$0	\$517	\$517
FF&E Property Taxes	\$22	\$12	\$34
New Residential Property Taxes	\$0	\$23	\$23
Benefits Subtotal	\$22	\$552	\$574
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$22	\$552	\$574

Annual Fiscal Net Benefits for Florida Inland Navigation District



Halifax Hospital Authority Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Halifax Hospital Authority over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HALIFAX HOSPITAL AUTHORITY			
Real Property Taxes	\$0	\$5,727	\$5,727
FF&E Property Taxes	\$248	\$132	\$380
New Residential Property Taxes	\$0	\$89	\$89
Benefits Subtotal	\$248	\$5,949	\$6,197
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$248	\$5,949	\$6,197

Annual Fiscal Net Benefits for Halifax Hospital Authority



Mosquito Control District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Mosquito Control District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: MOSQUITO CONTROL DISTRICT			
Real Property Taxes	\$0	\$3,036	\$3,036
FF&E Property Taxes	\$132	\$70	\$202
New Residential Property Taxes	\$0	\$85	\$85
Benefits Subtotal	\$132	\$3,192	\$3,323
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$132	\$3,192	\$3,323

Annual Fiscal Net Benefits for Mosquito Control District



Ponce Inlet & Port Authority Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Ponce Inlet & Port Authority over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PONCE INLET & PORT AUTHORITY			
Real Property Taxes	\$0	\$1,500	\$1,500
FF&E Property Taxes	\$65	\$35	\$100
New Residential Property Taxes	\$0	\$46	\$46
Benefits Subtotal	\$65	\$1,581	\$1,646
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$65	\$1,581	\$1,646

Annual Fiscal Net Benefits for Ponce Inlet & Port Authority



Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Regional Economic Multipliers		
Employment Multiplier	(Type II Direct Effect)	1.2823
Earnings Multiplier	(Type II Direct Effect)	1.2685

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

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About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

CITY OF ORMOND BEACH PROPERTY TAX ABATEMENT				
YR.	LAND	BUILDINGS	FF&E	TOTAL
1	\$701	\$5,208	\$0	\$5,909
2	\$715	\$5,312	\$0	\$6,027
3	\$729	\$5,418	\$0	\$6,148
4	\$558	\$4,145	\$0	\$4,703
5	\$569	\$4,228	\$0	\$4,797
6	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0
Total	\$3,273	\$24,311	\$0	\$27,583

CITY OF ORMOND BEACH PROPERTY TAX ABATEMENT SCHEDULE			
YR.	LAND	BUILDINGS	FF&E
1	100.0%	100.0%	0.0%
2	100.0%	100.0%	0.0%
3	100.0%	100.0%	0.0%
4	75.0%	75.0%	0.0%
5	75.0%	75.0%	0.0%
6	0.0%	0.0%	0.0%
7	0.0%	0.0%	0.0%
8	0.0%	0.0%	0.0%
9	0.0%	0.0%	0.0%
10	0.0%	0.0%	0.0%



Scenario 1 with Client Data



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-161
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	SEVR SWAT MOU OBPD & Other Agencies		
Summary:	This is a Memorandum of Understanding (MOU) between Ormond Beach Police Department (OBPD) and the Daytona Beach Shores Department of Public Safety, the Edgewater Police Department, the New Smyrna Beach Police Department, the Port Orange Police Department, and the South Daytona Police Department to join the Southeast Volusia Regional Special Weapons and Tactics team (SEVR SWAT). The SEVR SWAT team is a task-force collaboration of five municipal police departments with approximately 25–30 law enforcement operator positions and medics. Their mission is to provide a collective SWAT-level response to any of those agencies in need during a critical incident. They employ a separate task-force element to facilitate hostage negotiations known as a Crisis Negotiation Team (CNT); collectively control two armored rescue vehicles, similar to the MRAP Armored Rescue vehicle in use with OBPD; and maintain two large, outdoor firearms ranges and training facilities owned by the Cities of Edgewater, New Smyrna Beach, and Port Orange. OBPD organized a Special Response Team (SRT) in 2018. The SRT is comprised of 12 OBPD law enforcement operator positions and two medics from Ormond Beach Fire Department. For over the past year, OBPD SRT has been conducting joint training with SEVR SWAT. OBPD SRT has received higher quality training on a much more frequent basis. This interaction yields positive and constructive relationships between both teams and resulted in the leaders of SEVR SWAT inviting OBPD SRT to become an agency-member. According to standards set forth by the National Tactical Officers' Association (NTOA), the OBPD SRT is classified as a "Tactical Response Team," and not a "SWAT" team, due to its reduced size and		

	its absence of peripheral support, such as sniper and overwatch elements, and a CNT. SEVR SWAT is classified as a “SWAT” team by NTOA standards. These standards define the capability teams possess across various threat levels. The most common example would be that a “SWAT” classification would be capable of responding to a barricaded hostage rescue situation, whereas a “Tactical Response Team” classification, such as OBPD SRT, would not. OBPD SRT and SEVR SWAT have had recent opportunities to work together during critical incidents under Mutual Aid. Examples include: A SEVR SWAT request for the deployment of OBPD SRT robot to tactically clear the scene of a deadly shooting with multiple homicide victims prior to SWAT entry. An OBPD SRT request for SEVR SWAT to assist with a land navigation search that resulted in the successful and safe recovery of an elderly Alzheimer’s patient who was stranded in a swamp.
Financial Impact:	SEVR SWAT policy requires a minimum amount of gear and training made available to personnel of which OBPD SRT is already budgeted on a recurring basis. Therefore, joining SEVR SWAT would be cost-neutral.
Citizen Impact:	Joining SEVR SWAT would become a force-multiplier in the successful resolution of critical incidents that may occur within the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval and signing of the MOU.
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500
Attachments:	23- 161 SEVR SWAT Mutual Aid Agr (P23-0124G) - SWAT Mutual Aid 2023 mjrev6.26.23
Approval:	Kelly McGuire, Finance Director 9/12/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023

RESOLUTION NO. 2023-161

A RESOLUTION AUTHORIZING THE EXECUTION OF A SOUTHEAST VOLUSIA REGIONAL (SEVR) SWAT TEAM MUTUAL AID AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER, NEW SMYRNA BEACH AND SOUTH DAYTONA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this Agreement is being entered into pursuant to Section 23.12, *Florida Statutes* (et.seq), the Florida Mutual Aid Act, and

WHEREAS, the cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona have formed the Southeast Volusia Regional Swat Team (SEVR SWAT), consisting of specially trained law enforcement personnel that assist each other and respond to critical situations that exceed the capabilities of standard police resources, and

WHEREAS, the city's professional staff believes it to be in the best interest of the health, welfare and safety of the general public that the City participate in SEVR SWAT as a team member agency, and

WHEREAS, the City Commission concurs with the said recommendation, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Southeast Volusia Regional Swat Team Mutual Aid Agreement between the City of Ormond Beach and the cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna

Beach and South Daytona. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SOUTHEAST VOLUSIA REGIONAL (SEVR) SWAT TEAM MUTUAL AID AGREEMENT
BETWEEN THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER,
NEW SMYRNA BEACH, ORMOND BEACH AND SOUTH DAYTONA**

WITNESSETH

Whereas, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, Ormond Beach and South Daytona (collectively referred to herein as the "Cities") are so located in relation to each other that it is to the advantage of each to share specific law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, *Florida Statutes*; and
- (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment.

; and

Whereas, the Cities have the authority under Section 23.12 through Section 23.127, et seq., *Florida Statutes*, the "*Florida Mutual Aid Act*," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, *Florida Statutes*; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

; and

Whereas, the Cities desire to form a Joint Tactical Response Team (known as the Southeast Volusia Regional Special Weapons and Tactics Team, abbreviated as "SEVR SWAT", and hereafter referred to as "the Team") consisting of highly dedicated law enforcement personnel from each of the Cities with special skills, training and equipment to respond to exceptional situations, circumstances, and events requiring action by the Team.

NOW, THEREFORE, the Cities agree as follows:

SECTION 1. DEFINITIONS:

Incident Commander: The Chief of Police, or their designee, of the jurisdiction in which an incident requiring emergency response is occurring.

SEVR SWAT Team: The Team is made up of a group of Team Members who are specially trained, equipped and readily available to respond to high risk/critical incidents that

are beyond the scope and training of law enforcement personnel generally assigned to routine patrol or law enforcement functions. Team Members shall, when acting in the capacity of the Team, be under the direct supervision of the Team Commander. The Team supports each of the Cities with a tactical response to critical incidents. High risk/critical incidents include, but are not limited to:

- (a) High or unknown risk search and/or arrest warrants requiring, or likely requiring, forced entry and/or room clearing techniques, which meets the SWAT Response Matrix.
- (b) High risk felony apprehension and take-downs, including, but not limited, to vehicle take-downs.
- (c) Barricaded subjects and/or hostage rescues.
- (d) Active shooter incidents.
- (e) Terrorist acts.
- (f) Conducting other special assignments based upon the level of threat or the need for special expertise.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the level of force necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the specific application of various levels of force by Team Members up to, and including, lethal force.

Team Commander: A Team Member designated by a majority vote of each of the Chiefs of Police for the Cities, to act as the Team Commander. The Team Commander is accountable for effectively directing, controlling, and coordinating the operational duties and related administrative tasks of the Team. During an unusual occurrence or high-risk incident, the Team Commander shall report directly to the Chief of Police, or designee, within the jurisdiction in which the Team is conducting an operation. The Team Commander shall maintain direct supervision of operational activities of Team Members.

Team Leader: A Member of the SWAT Team designated by the Team Commander to act as Team Leader. The Team Leader shall act as the Team's Commander in the absence of the Team Commander. The Team Leader shall, in concert with the Team Commander, establish a tactical plan for each tactical operation and be responsible for the supervision and tactical deployment of Team Members.

Team Member: A sworn officer trained in the use of special weapons and tactics as well as additional course of instructions as they become available to enhance their capabilities. Only members assigned to the Team by their respective Chief of Police shall be eligible to serve on the Team as a Team Member. Team Members will be assigned a specific duty/task and/or responsibility by the Team Commander or Team Leader.

SECTION 2. PROVISIONS FOR OPERATIONAL ASSISTANCE:

(a) The Cities hereby approve and enter into this Agreement whereby each of the Cities agrees to contribute personnel, equipment, facilities and resources necessary for the Team to perform the functions agreed upon by the Cities and outlined in this Agreement. If one of the Cities is experiencing a law enforcement issue within the scope of the Team's expertise, that city may call upon the Team for assistance.

(b) Each of the Cities will maintain a consistent policy and procedure directive as it relates to the requirements, operation, deployment, training, and equipment of the Team.

(c) When activated for an operation, the Team Commander reports to the Incident Commander or the on-scene supervisor unless otherwise determined by the Chief of Police, or designee, in order to conduct Team operations within the jurisdiction in which the Team is conducting an operation.

(d) All Team operations shall be consistent with the guidelines outlined in the Tactical Response and Operations Standard for Law Enforcement Agencies for tactical response teams promulgated by the National Tactical Officers Association (NTOA).

(e) A tactical plan should be completed by the Team Commander, Team Leader, or designee, whenever possible.

(f) The Team Commander shall be responsible for the deployment of the Team, including the Team's equipment, tactical decision making, and tactical resolution of the incident.

(g) The Team Commander is responsible for how a tactical option will be initiated and will work with the incident commander to determine when and if an option will be initiated.

(h) Unless the Team Commander relinquishes control to another law enforcement officer who is not a Team Member, no other person except the Chief of Police within the jurisdiction in which the Team is conducting an operation, or designee, who is not the Team Leader or Team Commander, will attempt to direct, supervise, or control any element or Team Member.

(i) Consistent with NTOA guidelines, the Team shall conduct regular and reoccurring training. Each of the Cities shall jointly develop training lesson plans and schedules and schedule the training sessions. All training shall be performance oriented and related to tasks and missions performed by the Team. On occasion, Team training may take place in conjunction with other training within one of the Cities. Should a situation arise that prevents the Team from completing the full requirements in a given quarter, the reason shall be documented in a memorandum addressed to the Chiefs of Police of the Cities. Each of the Cities shall ensure that all Team Members are properly trained and certified in the use of special equipment. Joint training of the Team shall be coordinated and implemented by the Chiefs of Police of the Cities or their designees.

(j) Each of the Cities shall conduct an annual inventory and inspection of all Team equipment and supplies to ensure operational readiness and provide a copy to each of the other Cities.

(k) Each of the Cities shall ensure that all Team Members have the required equipment for the operations to which the Team may be assigned.

(l) The Team Leader shall prepare an after-action report on all callouts that involve the deployment of the Team. Such records shall be kept by the Team Leader with copies sent to the designated records liaison in each of the Cities and maintained in accordance with law.

(m) Requests to utilize the Team for a planned event may be made by any of the Cities by its Chief of Police. Final approval for the Team deployment shall be made by the Team Commander.

(n) At a minimum, each of the Cities shall supply its Team Members with the following equipment:

- (1) Ballistic helmet.
- (2) Tactical ballistic vest.
- (3) Protective goggles/glasses.
- (4) Hearing protection/communication.
- (5) Tactical holster and belt.
- (6) Battle dress uniform pants and shirts and t-shirt.
- (7) Tactical boots.
- (8) Gear bag or other means to secure gear and equipment.
- (9) Handheld radio with operational frequencies and tactical communication headset.
- (10) Chemical agent mask and carrying case.
- (11) Pistol with tactical light.
- (12) Approved M4-style .556 caliber rifle.
- (13) Non-lethal weapons or ammunition which propel a round or device that is not normally lethal in nature. Non-lethal weapons and ammunition are designed to offer an alternative to the use of lethal force when appropriate.

(14) Noise/flash diversionary devices designed to save lives and reduce the potential for shooting situations by providing a diversion for the entry of Team Members into a hazardous area. Utilizes a bright flash of light followed immediately by a loud noise.

(15) Breaching tools and ammunition such as rams, pry bars, hydraulic or electronic machines, special frangible shotgun rounds, etc., which are designed to force entry into secured areas.

SECTION 3. PROVISIONS FOR VOLUNTARY COOPERATION:

The Cities hereby approve and enter into this Agreement whereby each of the Cities may request and render voluntary law enforcement cooperation and assistance across jurisdictional lines for the incidents outlined in this Agreement and related law enforcement situations.

SECTION 4. PROCEDURE FOR REQUESTING ASSISTANCE:

(a) If one of the Cities is in need of emergency assistance as set forth above it shall notify Team Commander or Team Leader and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance will be made through Central Dispatch to be sent via the Code Red system.

(b) Each of the Cities is responsible for tracking mutual aid requests made or received in accordance with this Agreement and may revise the contact person designated above by advising the other Cities in writing.

(c) The Chief of Police in whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

SECTION 5. COMMAND AND SUPERVISORY RESPONSIBILITIES:

(a) Whenever a Team Member is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of one of the requesting Cities, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

(b) Whenever there is cause to believe that a complaint has arisen as a result of Team action as it may pertain to this Agreement, the city in which the Team operated and gave rise to the complaint shall be responsible for documenting the complaint to ascertain at a minimum:

(1) The identity of the complainant.

- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.
- (4) The identity of the employees accused without regard to City affiliation.

(c) The city responsible for documenting the complaint shall expeditiously provide the city or cities employing the subject officer(s) with this information, along with a copy of all applicable documentation. The City employing the person who is the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION 6. LIABILITY:

Each of the Cities engaging in any mutual cooperation and assistance pursuant to this Agreement agree to assume responsibility for the acts, omissions, or conduct of such City's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Section 768.28, *Florida Statutes*, where applicable. None of the Cities waive any sovereign immunity protection provided by law. Team Members are responsible for their own safety as well as the safety of other Team Members, and the public. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Cities hereto, the right to damages or any other form of relief against any of the Cities in this Agreement for operations or omissions hereunder. Any property damage occurring during an operation, except as provided in Section 7 (b), is the responsibility of the city in whose jurisdiction the Team was operating. Uses of force by a Team Member shall be investigated by the agency of which the Team Member is employed.

SECTION 7. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS:

(a) Pursuant to the provisions of Section 23.127 *Florida Statutes*, a Team Member who renders aid outside the city in which the Team Member is employed but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the Team Member's political subdivision in which normally employed.

(b) Each of the Cities that furnishes equipment pursuant to this Agreement shall bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(c) The Cities shall be responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

(d) The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of a City when performing the

employee's duties within the territorial limits of the employee's City apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, and auxiliary employees.

(e) Nothing herein shall prevent any of the Cities from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, such as grants, to reimburse any of the Cities for any actual costs or expenses incurred by its performing hereunder.

SECTION 8. TERM:

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through **August 1, 2027**, unless otherwise terminated as provided for herein.

SECTION 9. TERMINATION:

Any of the Cities may terminate its participation in this Agreement for convenience upon delivery of written notice to the other Cities no less than 90 days before the date of termination. The liability provisions of this Agreement shall survive any such termination. Termination by any one or more of the Cities does not impact the effectiveness of this Agreement as to the remaining Cities.

SECTION 10. RELATION TO OTHER AGREEMENTS:

Once this Agreement is fully executed, it shall effectively repeal and replace the current Southeast Volusia Regional Special Weapons and Tactics Team (SEVR SWAT) Mutual Aid Agreement dated August 12, 2021. Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Cities.

SECTION 11. MISCELLANEOUS PROVISIONS:

(a) Each of the Cities shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each of the Cities shall also train its law enforcement officers on extraterritorial jurisdiction including, but not limited to, the parameters of mutual aid agreements.

(b) All Team Members, regardless of rank or position, must maintain acceptable physical standards of performance and annually shall be required to take and successfully pass a physical agility test as outlined in the policy and procedure directive.

(c) All Team Members, regardless of rank or position, must maintain firearms qualification by passing the CJSTC handgun course and maintain rifle proficiency by passing the Rifle Qualification.

(d) All Team Members must successfully complete a basic Special Weapons and Tactics Course.

(e) If any of the Cities seizes any vessel, motor vehicle, aircraft, or other property pursuant to the *Florida Contraband Forfeiture Act* (Sections 932.701 through Section 932.7062, *Florida Statutes*) during performance of this Agreement, the city in which the seizure of the contraband subject to forfeiture occurs shall be responsible for maintaining a forfeiture action. The city pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the *Florida Contraband Forfeiture Act*, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the city pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses). Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall remain with the city conducting the forfeiture action.

(f) Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of any one of the Cities to the other.

(g) This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

(h) In the event of a conflict between the provisions of this Agreement and the "*Florida Mutual Aid Act*," the provisions of the *Florida Mutual Aid Act* shall control.

(i) This Agreement contains the entire understanding between the Cities and shall not be renewed, amended, or extended except in writing.

(j) This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Volusia County, Florida.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed by the undersigned persons as duly authorized.

SIGNATURE PAGES FOLLOWS

Attest:

CITY OF DAYTONA BEACH SHORES

Kurt Swartzlander, City Manager
Date: _____

Michael Fowler
Director of Public Safety

Approved as to form and legality:

Becky Vose, City Attorney

Attest:

CITY OF EDGEWATER

Glenn Irby, City Manager

Date: _____

Approved as to form and legality:

Aaron Wolfe, City Attorney

Joe Mahoney
Chief of Police

Attest:

CITY OF NEW SMYRNA BEACH

Khalid Resheidat, City Manager
Date: _____

Eric Feldman
Chief of Police

Approved as to form and legality:

Carrie Avallone
City Attorney

Attest:

CITY OF SOUTH DAYTONA

James Lester Gillis Jr., City Manager
Date: _____

Mark Cheatham
Chief of Police

Approved as to form and legality:

Wade Vose, City Attorney

Attest:

CITY OF PORT ORANGE

Wayne Clark, City Manager

Date: _____

Approved as to form and legality:

Matthew J. Jones, City Attorney

Manuel "Manny" Marino
Chief of Police

Attest:

CITY OF ORMOND BEACH

Joyce Shanahan, City Manager

Date: _____

Approved as to form and legality:

Randy Hayes, City Attorney

Jesse Godfrey

Chief of Police

Attest:

CITY OF HOLLY HILL

Joseph A. Forte, City Manager

Date: _____

Approved as to form and legality:

Scott Simpson, City Attorney

Jeff Miller

Chief of Police



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-162
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Shade Cover and Netting Replacement		
Summary:	The Ormond Sports Complex, Fire Station 91 Playground, and Andy Romano Beachfront Park facilities all incurred damage to the shade covers during Hurricane Ian. On July 19, 2023, the Shade Cover and Netting Replacement project was publicly advertised through Bid Number 2023-33, and bids were opened on August 18. Two bids were received, ranging in price from \$42,365 to \$146,100. Industrial Shadeports submitted the low bid, however did not submit a complete bid, omitting responses for 3 of the 8 items in the base bid including the netting at the sports complex and the shade covers at Andy Romano. The second lowest bid from Medley Sports Construction for \$146,100 was complete. Based on the Medley bid, and subcontractor mark up, staff believes the rejected bid would be higher, therefore staff recommends rejecting the bid from Industrial Shadeports and awarding the bid submitted by Medley Sports Construction. An alternate was included in this bid for the replacement of "twilight structures." This item was included in the event that individual components were unable to be replaced, and allowed for the replacement of the entire twilight structure. As these elements are available and can be replaced (Items 4 & 5 of the base bid), staff's recommendation is for award of the base bid only.		
Financial Impact:	Approval of this item will require a budget amendment to allocate funding to Fund 317-Facilities Renewal and Replacement. The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the shade structure and netting damage was a result of Hurricane Ian.		

Citizen Impact:	There will be minimal construction impact for this project on park visitors or employees working at the facilities.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid for the Shade Cover and Netting Replacement to Medley Sports Construction for \$146,100.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 23-162 Shade Cover Replace-Medley (P23-0169G) 2. Medley Sports Construction Bid 3. Industrial Shadeports Bid 4. Bid Tabulation	
Approval:	Kelly McGuire, Finance Director 9/19/2023 Claire Whitley, Assistant City Manager 9/22/2023 Joyce Shanahan, City Manager 9/28/2023	

RESOLUTION NO. 2023-162

A RESOLUTION ACCEPTING A BID FROM WILLIAM MEDLEY CONSTRUCTION, INC. d/b/a MEDLEY SPORTS CONSTRUCTION FOR CONSTRUCTION SERVICES REGARDING THE SHADE COVER AND NETTING REPLACEMENT PROJECT, UNDER BID NO. 2023-33; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-33) for construction services regarding the shade cover and netting replacement project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Industrial Shadeports, the lowest bid submitted at \$42,365.00, was unresponsive because it omitted pricing for three line items in the base bid, and therefore should be rejected for submitting an incomplete bid, and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part, and

WHEREAS, the City's professional staff have determined that the bid alternate will be deleted from the underlying bids, and

WHEREAS, the City's professional staff have determined that the bid submitted by William Medley Construction, Inc. d/b/a Medley Sports Construction with a base bid in the amount of \$146,100.00 plus a bid alternate in the amount of \$100,000.00 for a total bid of \$246,100.00 (a copy of which is attached hereto and incorporated herein by reference) is the lowest responsible and responsive bid, and

WHEREAS, the City's professional staff recommend awarding the bid to William Medley Construction, Inc. d/b/a Medley Sports Construction for the base bid of \$146,100.00, and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Facilities Renewal and Replacement Fund (317) through a budget amendment and will not be appropriated for any other purpose; it is anticipated that the City will be reimbursed 87.5% of the repair costs through FEMA, and

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

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

SECTION ONE. The bid submitted by William Medley Construction, Inc. d/b/a Medley Sports Construction to perform the Project at a total cost not to exceed \$146,100.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with William Medley Construction, Inc. d/b/a Medley Sports Construction.

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

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Shade Cover and Netting Replacement

Bid No. 2023-33



City of Ormond Beach Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

SECTION 00300
BID

CONTRACTORS NAME William Medley Construction, Inc LICENSE NO. C6C1515598

PROJECT IDENTIFICATION: **SHADE COVER AND NETTING REPLACEMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-33

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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

No.	Item	Qty	Unit	Unit Cost	Total
1	Ormond Beach Sport Complex T-Ball Playground Shade Cover HYPAR 30ft-38ft x 45ft-54ft	1	EA	12,500	12,500.00
2	Ormond Beach Sport Complex Limitless Playground Shade Cover Single Post Hexagon 16ft	2	EA	7,500	15,000.00
3	Ormond Beach Sport Complex Soccer Field Netting 50ft tall	150	LF	\$110.00	16,500.00
4	Andy Romano Beachfront Park Twilight Shade Cover 16ft	2	EA	8,000	16,000.00
5	Andy Romano Beachfront Park Twilight Structure Arm Assembly	3	EA	16,500	49,500.00
6	Andy Romano Beachfront Park Joined Mariner Peak Shade Cover 28ft x 37.5ft	1	EA	17,850	17,850.00
7	Fire Station 91 Playground HYPAR 28ft-32ft x 43ft-46ft	1	EA	13,750	13,750.00
8	Unforeseen Metalwork Allowance (by City direction only)	1	LS	\$5,000	\$5,000

TOTAL BID

\$ 146,100.00

(Figures) 00/100
 One hundred forty-six thousand, one hundred dollars and zero
 (Words)

00300-2

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

	Alternate #1	Qty	Unit	Unit Cost	Total
5	Replace entire Twilight structure	2	EA	50,000	100,000.00

ALTERNATE BID

\$ 100,000.00
 (Figures)

One hundred thousand and zero 00/100
 (Words)

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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 **THREE HUNDRED Dollars (\$300)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.: _____

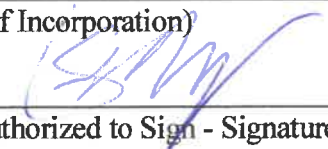
BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By William Medley Construction Inc dba Medley Sports Construction
(Corporation Name)

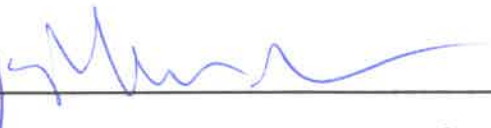
Florida
(State of Incorporation)

By Erik Medley 
(Name of Person Authorized to Sign - Signature)

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

President
(Title)

(Corporate Seal)

Attest Mindy Medley 

Business address: 32132 Hickory Ln Sorrento FL 32776
PO Box 777 Sorrento FL 32776

Phone No.: 352-455-4105

Fax No.:



BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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>
SHADE TOPS Shade Replacement	BALL FABRICS / Ball-fabrics Shade Systems

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

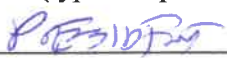
<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	0	L.F.		
2. Sheet piling/Shoring	0	S.F.		




Name (signature)
 Date



Name (typed or printed)



Title

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.

 8-8-23

Name (signature)	Date
Erik Medley	
Name (typed or printed)	
President	
Title	

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

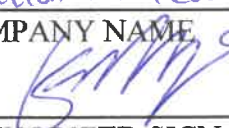
1.

- ☐ 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.

William Medley Construction Inc
COMPANY NAME


AUTHORIZED SIGNATURE

ERIK Medley
NAME (PRINT OR TYPE)

President
TITLE

8-8-23
DATE

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.

William Medley Construction Inc.

COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

ERIK Medley
NAME (PRINT OR TYPE)

President
TITLE

8-8-23
DATE

END OF BID

00300-14

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we William Medley Construction, Inc.

dba Medley Sports Construction - 32132 Hickory Lane Sorrento, FL 32776
(hereinafter called *Principal*) and

FCCI Insurance Company - 6300 University Parkway Sarasota, FL 34240-8424
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
Florida of with its principal offices in the County of
Sarasota and authorized to do business in the State of Florida, in the full and just
sum of ----- Five Percent of Amount Bid -----
----- Dollars (\$ ----- 5% -----) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and
assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the **SHADE COVER AND NETTING REPLACEMENT (Bid
No. 2023- 33)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 18th day August, 2023.

William Medley Construction, Inc.
dba Medley Sports Construction
(Principal)

By:

Erik Medley, President

ATTEST:

Karen Alvarenga

Karen Alvarenga, Witness (SEAL)

FCCI Insurance Company
(Surety)

By:

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent



**END OF SECTION
00410 - 1**

Inquiries: (321) 800-6594



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

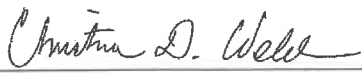
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President
FCCI Insurance Company





Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 18th day of August, 2023



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we William Medley Construction, Inc.
dba Medley Sports Construction - 32132 Hickory Lane Sorrento, FL 32776
(hereinafter called Principal) and

FCCI Insurance Company - 6300 University Parkway Sarasota, FL 34240-8424
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State
Florida of with its principal offices in the County of
Sarasota and authorized to do business in the State of Florida, in the full and just
sum of ----- Five Percent of Amount Bid -----
----- Dollars (\$ ----- 5% -----) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and
assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the **SHADE COVER AND NETTING REPLACEMENT (Bid
No. 2023- 33)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 18th day August, 2023.

William Medley Construction, Inc.
dba Medley Sports Construction
(Principal)

By:

Erik Medley, President

ATTEST:

Karen Alvarenga
Karen Alvarenga, Witness *(SEAL)*

FCCI Insurance Company
(Surety)

By:

Jessie Sloan
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

**END OF SECTION
00410 - 1**

Inquiries: (321) 800-6594



FEMA

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, MEDLEY SPONSOR PARTNERS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Erik Medley / President
Name and Title of Contractor's Authorized Official

8-7-23
Date



BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By N/A (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No. _____

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By N/A
(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.)
SHADE COVER AND NETTING REPLACEMENT
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: _____

00300-10

OPINION OF ATTORNEY

N/A

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

00670 - 1

**SECTION 00300
BID**

CONTRACTORS NAME INDUSTRIAL SHADPOITS LICENSE NO. GC1525577

PROJECT IDENTIFICATION: **SHADE COVER AND NETTING REPLACEMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-33

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.)
SHADE COVER AND NETTING REPLACEMENT
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

No.	Item	Qty	Unit	Unit Cost	Total
1	Ormond Beach Sport Complex T-Ball Playground Shade Cover HYPAR 30ft-38ft x 45ft-54ft	1	EA	\$ 14,724	\$ 14,724
2	Ormond Beach Sport Complex Limitless Playground Shade Cover Single Post Hexagon 16ft	2	EA	\$ 1,944	\$ 3,888
3	Ormond Beach Sport Complex Soccer Field Netting 50ft tall	150	LF	NA	NA
4	Andy Romano Beachfront Park Twilight Shade Cover 16ft	2	EA	NA	NA
5	Andy Romano Beachfront Park Twilight Structure Arm Assembly	3	EA	NA	NA
6	Andy Romano Beachfront Park Joined Mariner Peak Shade Cover 28ft x 37.5ft	1	EA	\$ 2,279	\$ 9,118
7	Fire Station 91 Playground HYPAR 28ft-32ft x 43ft-46ft	1	EA	\$ 9,635	\$ 9,635
8	Unforeseen Metalwork Allowance (by City direction only)	1	LS	\$5,000	\$5,000

TOTAL BID

\$ 42,365
(Figures)

(Words)

00300-2

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

	Alternate #1	Qty	Unit	Unit Cost	Total
5	Replace entire Twilight structure	2	EA	NA	NA

ALTERNATE BID

\$ _____
 (Figures)

 (Words)

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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 **THREE HUNDRED Dollars (\$300)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

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

Mailing Address: 6600 NW 12TH AVE STE 220
Street Address: 6600 NW 12TH AVE STE 220
City, State, Zip Code: FORT LAUDERDALE, FL 33309
Email: SALES@SHADEPORTS.COM
Telephone No.: 954 755 0661 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 AUGUST 18, 2023.

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.)
SHADE COVER AND NETTING REPLACEMENT
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.: _____

NA

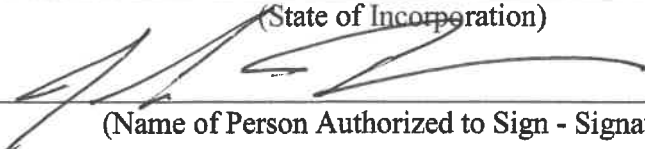
BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By INDUSTRIAL SHADPOPTS
(Corporation Name)

FLORIDA
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

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

SALES MANAGER
(Title)

(Corporate Seal)

Attest Domin Shew

Business address: 6600 NW 12TH AVE STE 220
FORT LAUDERDALE, FL 33309

Phone No.: 954 755 0661

Fax No.: _____

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

MA

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.)
SHADE COVER AND NETTING REPLACEMENT
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>
SHADE COVER	INDUSTRIAL SHADEPORTS

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: NA

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: NA

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: NA

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: NA

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: NA

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
ORMOND BEACH, FLORIDA

NA

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. Sheet piling/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.

 8/18/23

Name (signature) Date
John Weidinger

Name (typed or printed)
SINCE MANAGER

Title

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.

INDUSTRIAL SHADERS
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

John Weidinger
NAME (PRINT OR TYPE)

Sales Manager
TITLE

8/18/23
DATE

BID (Cont'd.)
SHADE COVER AND NETTING REPLACEMENT
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.

INDUSTRIAL SHADEPORTS
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

John Weidinger
NAME (PRINT OR TYPE)

SALES MANAGER
TITLE

8/18/23
DATE

END OF BID

00300-14

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Industrial Shadeports, Inc.

(hereinafter called Principal) and

United States Fire Insurance Company

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Delaware

of with its principal offices in the County of Morris and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **SHADE COVER AND NETTING REPLACEMENT (Bid No. 2023- 33)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18th day August, 20 23.

ATTEST:



(SEAL)

Dania Banks

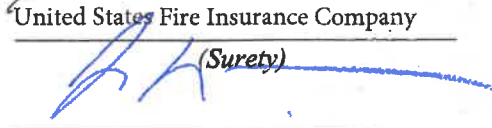
Industrial Shadeports, Inc.

(Principal)

By: 

United States Fire Insurance Company

(Surety)

By: 

Jarrett Merlucci
Attorney-in-Fact

**END OF SECTION
00410 - 1**

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

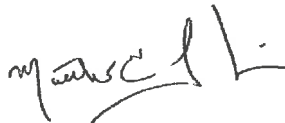
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

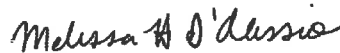


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day of August 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President







City of Ormond Beach

AGENDA ITEM

October 4, 2023 - City Commission

Number:8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-163
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Rejection - Bailey Riverbridge Roof Replacement		
Summary:	On July 2, 2023, the Bailey Riverbridge Roof Replacement Project was publicly advertised for bids (Bid No. 2023-04). On August 10, 2023 one bid was opened and read aloud in the Ormond Beach City Hall Training Room submitted by LaPorta Contracting LLC in the amount of \$157,575.56. The budget for the Roof Replacement is \$45,000 and was derived from an estimate from A.A.T. Roofing LLC. The lone bid amount received was \$157,575.56 which is \$112,575.56, or 250%, higher than the budget estimate. Due to this significant discrepancy, Staff recommends rejecting the lone bid and soliciting a proposal from a construction management services firm.		
Financial Impact:	In order to promote more competitive contractor pricing, Staff recommends rejecting the lone bid and utilizing the existing construction management contract for this project.		
Citizen Impact:	Rejecting the bid and utilizing existing construction management contract would lead to better bid prices, thus making better use of City funds to support the needed improvements.		
Recommended Action (Staff, Advisory Board and/or Other):	Unless otherwise directed by the City Commission, staff intends to reject the lone bid received for Bid No. 2023-04.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	23-163 Bailey Riverbridge Roof Reject Bids (P23-0157G) 2023-04 Bid Bailey Riverbridge Roof Replacement - Bid Bond-Bailey Riverbridge		

	4. signed bid tab
Approval:	Kelly McGuire, Finance Director 9/12/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023

RESOLUTION NO. 2023-163

A RESOLUTION REJECTING ALL BIDS FOR THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT (BID NO. 2023-04); AUTHORIZING THE SOLICITATION OF PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City has heretofore duly advertised for bids for the Bailey Riverbridge roof replacement project (Bid No. 2023-04), and

WHEREAS, the City only received one bid for the project, which far exceeded the City engineer's estimated cost to complete the project, and

WHEREAS, the appropriate City staff members have recommended that the only bid submitted be rejected for the reasons set forth above, and

WHEREAS, the City Commission concurs with the aforestated recommendation, now therefore,

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

SECTION ONE. The bid received for the Bailey Riverbridge roof replacement project (Bid No. 2023-04) be and the same is hereby rejected.

SECTION TWO. The City's staff is hereby authorized and directed to solicit proposals from construction management services firms under continuing contract to provide services for the Bailey Riverbridge roof replacement project.

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME LaPorta Contracting LICENSE NO. CCC1331235

PROJECT IDENTIFICATION: **BAILEY RIVERBRIDGE ROOF REPLACEMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-04

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

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>7/6/23</u>	<u>1</u>
<u>8/2/23</u>	<u>2</u>
<u>8/7/23</u>	<u>3</u>
<u> </u>	<u> </u>

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

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1.	Mobilization/Demobilization	<u>1</u>	LS	\$ <u> </u>	\$ <u>3,900.00</u>
2.	General Conditions	<u>1</u>	LS	\$ <u> </u>	\$ <u>6,500.00</u>
3.	Indemnification	<u>1</u>	LS	\$ <u> </u>	\$ <u>4,250.00</u>
4.	Demolition	<u>1</u>	LS	\$ <u> </u>	\$ <u>8,115.00</u>
5.	Replace 1"x8" Roof Sheathing	<u>3,000</u>	BF	\$ <u>4.64</u>	\$ <u>13,920.00</u>
6.	Replace 1"x10" Roof Sheathing	<u>2,400</u>	BF	\$ <u>5.85</u>	\$ <u>14,045.00</u>
7.	Replace 1"x4" Facia Boards	<u>200</u>	BF	\$ <u>4.12</u>	\$ <u>824.00</u>
8.	Replace Cedar Shake Roof	<u>1</u>	LS	\$ <u> </u>	\$ <u>98,221.56</u>
9.	Painting	<u>1</u>	LS	\$ <u> </u>	\$ <u>2,800.00</u>
10.	Permit Fees and Miscellaneous Allowances	<u>1</u>	LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
TOTAL BASE BID					\$ <u>157,575.56</u> (Figures)

One hundred fifty-seven thousand five hundred and seventy-five dollars and fifty-six cents
 (Words)

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run, and completed within 120 calendar days after the date when the Contract Time commences to run.

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

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

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

(c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

(d) Drug Free Workplace Certificate

(e) Conflict, Non-Conflict of Interest, Litigation Statement

(f) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

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

Mailing Address: 1975 East Sunrise Blvd, Suite 822 Fort Lauderdale, FL 33304

Street Address: 1975 East Sunrise Blvd, Suite 822

City, State, Zip Code: Fort Lauderdale, FL 33304

Email: thomas@laportacontracting.com

Telephone No.: 954-604-4602

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 August 10, 2023.

If BIDDER is:

An Individual

By _____

(Individual's Name - Signature)

Thomas LaPorta

(SEAL)

(Individual's Name - Typed or Printed)

doing business as LaPorta Contracting

Business address: 1975 East Sunrise Blvd, Suite 822 Fort Lauderdale, FL 33304

Phone No.: 954-604-4602

Fax No.: _____

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

n/a

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

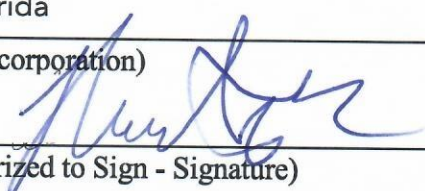
Fax No.: _____

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By LaPorta Contracting LLC
(Corporation Name)
Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)
Thomas LaPorta
(Name of Person Authorized to Sign - Typed or Printed)
Owner
(Title)

(Corporate Seal)

Attest _____

Business address: 1975 East Sunrise Blvd, Suite 822 Fort Lauderdale, FL 33304

Phone No.: 954-604-4602

Fax No.: _____

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

n/a

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
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>
All Materials	ABC Supply / Becon Supply /

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
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.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	N/A	L.F.	_____	_____
2. Sheeting/Shoring	N/A	S.F.	_____	_____



Name (signature) 8/8/23

Date

Thomas LaPorta

Name (typed or printed)

Owner

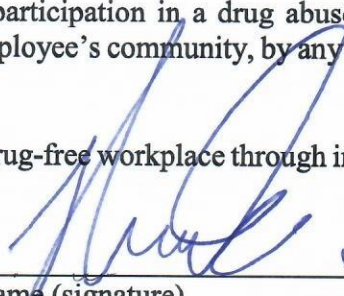
Title

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
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.

 8/4/23

Name (signature) Date

Thomas LaPorta

Name (typed or printed)

Owner

Title

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
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.

LaPorta Contracting

COMPANY NAME

AUTHORIZED SIGNATURE

Thomas LaPorta

NAME (PRINT OR TYPE)

Owner

TITLE

8/4/23

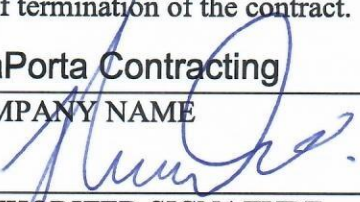
DATE

BID (Cont'd.)
BAILEY RIVERBRIDGE HURRICANE IAN DAMAGE REPAIRS
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.

LaPorta Contracting

COMPANY NAME


AUTHORIZED SIGNATURE
Thomas LaPorta

NAME (PRINT OR TYPE)
Owner

TITLE
8/4/23

DATE

END OF BID

00300-13

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we LaPorta Contracting, LLC

(hereinafter called Principal) and

United States Fire Insurance Company

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Delaware

Morris and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Bailey Riverbridge Roof Replacement (Bid No. 2023- 04)** 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 10th day August, 20 23.

LaPorta Contracting, LLC

(Principal)

By: _____

ATTEST:



(SEAL)

United States Fire Insurance Company

(Surety)

By: _____

Jarrett Merlucci
Attorney-in-Fact

**END OF SECTION
00410 - 1**

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of August 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



BID OPENING TABULATION

Bailey Riverbridge Roof Replacement Project

BID 2023-04

Date and Time: Wednesday, August 10, 2023 2:00 PM

[illegible]

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

Tabulated by: Robert Hart
Purchasing Coordinator

George Lavatelli
Opened by: George Lavatelli
Construction Engineer



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid – 2-inch Water Main Replacement North Peninsula Phase 4		
Summary:	The City's Utility Master Plan identifies the replacement of 2-inch water mains in service throughout the City and in the potable water service territory on the north peninsula, specifically in areas experiencing frequent main breaks, low pressure, or other quality concerns. The mains identified for replacement are mostly galvanized steel pipes having met/exceeded service life. In locations where existing 2-inch water mains are connected to other larger water mains as part of a system loop or locations where fire hydrants will be installed, those 2-inch mains will be replaced with 8-inch mains to meet the current standards of the City's Land Development Code. On dead end streets, replacement mains smaller than 8-inch may be used to ensure potable water cycles regularly by customer usage. Replacement involves approximately 12,000 feet of water mains. During this project water services and meters on these streets will be replaced. Staff, through 3 previous phases, have identified and replaced over 100,000 feet of pipe improving services to 2,286 customers. This multi-phase approach allows prioritization in design and construction. As with Phases 1-3, the Phase 4 project has been divided into 2 geographic areas, the mainland and north peninsula. Design of each project area was previously awarded separately to 2 different consultants. This benefits the City and residents by expediting completion schedules and benefits local businesses by awarding projects to 2 different providers. This agenda item addresses the work authorization for the north peninsula project. The mainland project area of Phase 4, will be addressed as a future project. On March 16, 2021, the City Commission approved the City's continuing contract consultant McKim & Creed, Inc. to design this		

	portion of the project. The design plans have been completed and all state agency permits have been issued or in the final stages of approval, allowing the City to proceed with bidding and construction. This project is included in the Capital Improvement Plan to be designed this fiscal year and constructed in Fiscal Year 2023-2024.						
Financial Impact:	The fiscal year 2023-2024 budget of Fund 409- Water and Wastewater Capital Improvements includes \$2.6 million for this project.						
Citizen Impact:	The replacement of undersized and aging water mains ensures the City can continue to deliver water to residents and utility customers, meeting water quality and pressure standards, and minimizing disruptions in service. The design of this project includes the addition of fire hydrants to provide fire protection, meeting the standards of the City's Land Development Code.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. 2-inch Watermain Replacement - Street List 2. 2-inch Watermain Replacement North Pen Phase 4 Plans 3. 2-inch Watermain Replacement North Pen Phase 4 PM						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>9/22/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>9/26/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>9/28/2023</td> </tr> </table>	Kelly McGuire, Finance Director	9/22/2023	Claire Whitley, Assistant City Manager	9/26/2023	Joyce Shanahan, City Manager	9/28/2023
Kelly McGuire, Finance Director	9/22/2023						
Claire Whitley, Assistant City Manager	9/26/2023						
Joyce Shanahan, City Manager	9/28/2023						

City of Ormond Beach

PHASE 4, 2-INCH WATERMAIN REPLACEMENT LIST

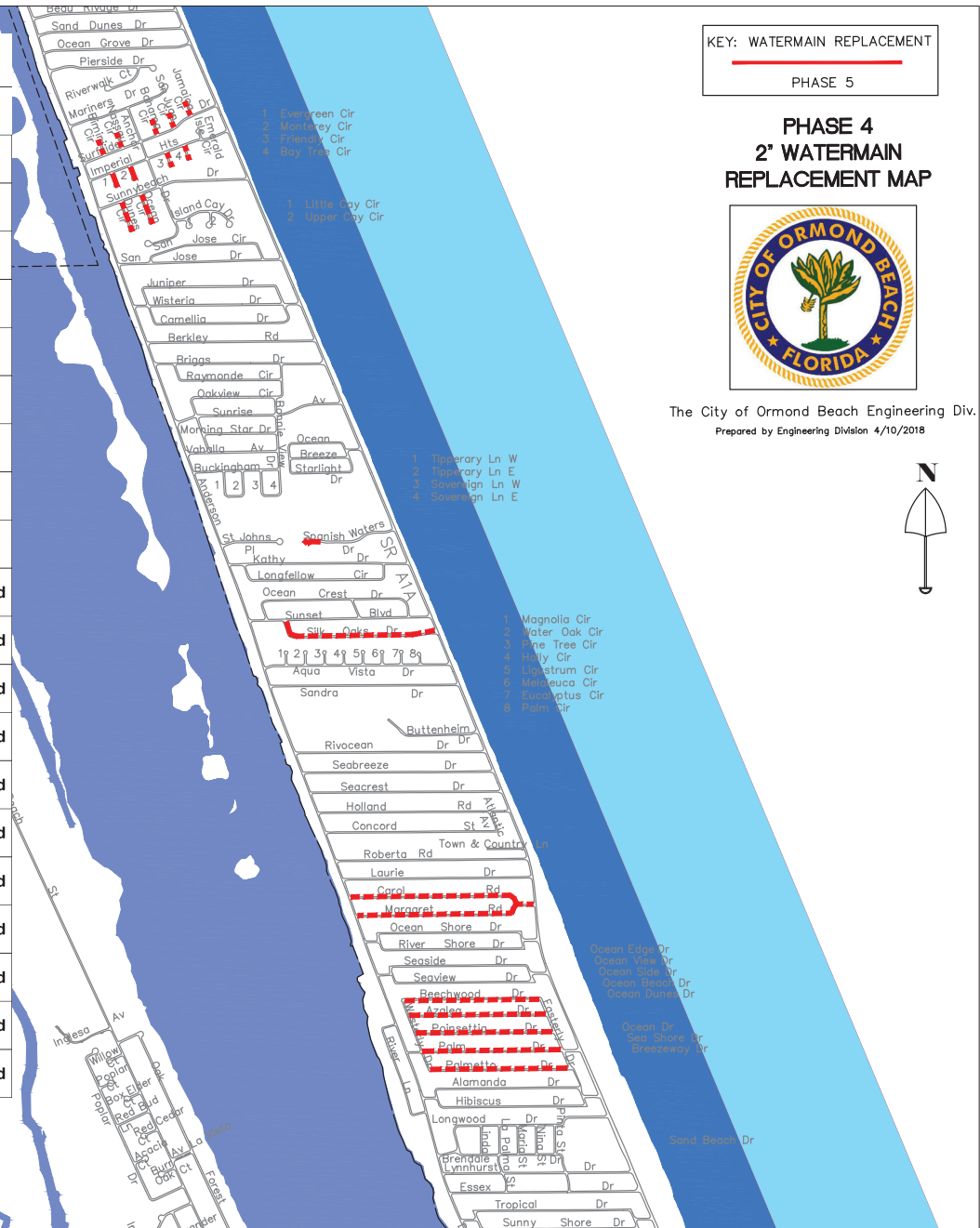
Street	From	To	Length (ft)	Services	Notes
Carol Rd	John Anderson Dr	SR-A1A	4435	73	Looped
Margaret Rd	John Anderson Dr	SR-A1A	4320	83	Looped
Azalea Dr	Westerly Dr	Easterly	3700	57	Looped
Palm Dr	Westerly Dr	Easterly	4065	57	Looped
Palmetto Dr	Westerly Dr	Easterly	3825	59	Looped
Poinsettia Dr	Westerly Dr	Easterly	3850	57	Looped
Beechwood Dr	Westerly Dr	Easterly	3680	57	Looped
Silk Oaks Dr	Sunset Blvd	SR-A1A	2150	41	Looped
Spanish Waters Dr	Cul-De-Sac	100' to the East	408	10	Looped
Evergreen Cir	Cul-De-Sac	Imperial Heights Dr	275	6	Unlooped
Monterey Cir	Cul-De-Sac	Imperial Heights Dr	280	4	Unlooped
Friendly Cir	Cul-De-Sac	Imperial Heights Dr	275	5	Unlooped
Baytree Cir	Cul-De-Sac	Imperial Heights Dr	275	4	Unlooped
Bimini Cir	Cul-De-Sac	Surfside Dr	300	4	Unlooped
Nassau Cir	Cul-De-Sac	Surfside Dr	300	5	Unlooped
Bahama Cir	Cul-De-Sac	Surfside Dr	310	6	Unlooped
San Jaun Cir	Cul-De-Sac	Surfside Dr	300	3	Unlooped
Jamaica Cir	Cul-De-Sac	Surfside Dr	285	2	Unlooped
Dunes Cir	Cul-De-Sac	Sunny Beach Dr	480	9	Unlooped
Ocean Cir	Cul-De-Sac	Sunny Beach Dr	480	8	Unlooped

KEY: WATERMAIN REPLACEMENT
PHASE 5

PHASE 4
2' WATERMAIN
REPLACEMENT MAP



The City of Ormond Beach Engineering Div.
Prepared by Engineering Division 4/10/2018

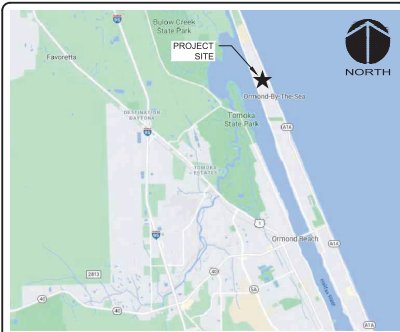


THE CITY OF ORMOND BEACH 2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

PROJECT NO. 01026-0137

AUGUST 2023

ISSUED FOR BIDDING NOT FOR CONSTRUCTION



VICINITY MAP

NOT TO SCALE

PROJECT NAME: 2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

OWNER:
CITY OF ORMOND BEACH



MAYOR:
BILL PARTINGTON

CITY MANAGER:
JOYCE SHANAHAN

CITY COMMISSIONERS:

PUBLIC WORKS DIRECTOR:
SHAWN FINLEY, P.E.

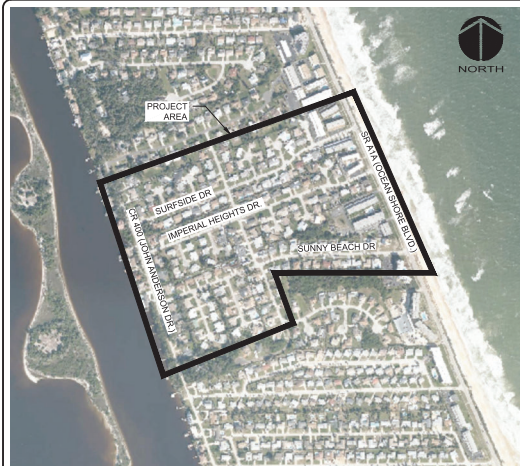
LORI TOLLAND
TRAVIS SARGENT
SUSAN PERSIS
HAROLD BRILEY



139 Executive Circle, Suite 201
Daytona Beach, FL 32114-7102
Phone: (386) 274-2828, Fax: (386) 274-1393

CA Lic. No. 29588
www.mckimcreed.com

PROJECT INFORMATION



SITE MAP

SCALE: 1" = 500'

Sheet List Table

Sheet Number	Sheet Title
GENERAL	
G00.1	COVER SHEET
G01.1	GENERAL NOTES AND ABBREVIATIONS
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G02.2	KEY MAP 2
G02.3	KEY MAP 3
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G03.2	DETAILS
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G03.4	DETAILS
CIVIL	
C00.1	BIMINI CIRCLE AND NASSAU CIRCLE
C00.2	BAHAMA CIRCLE AND SAN JUAN CIRCLE
C00.3	JAMAICA CIRCLE
C00.4	IMPERIAL HEIGHTS DRIVE AND EVERGREEN CIRCLE
C00.5	IMPERIAL HEIGHTS DRIVE, MONTEREY CIRCLE & FRIENDLY CIRCLE
C00.6	IMPERIAL HEIGHTS DRIVE & BAY TREE CIRCLE
C00.7	DUNES CIRCLE AND OCEAN CIRCLE
C00.8	SPANISH WATERS DRIVE
C00.9	SILK OAKS DRIVE
C01.0	SILK OAKS DRIVE
C01.1	SILK OAKS DRIVE
C01.2	CAROL ROAD
C01.3	CAROL ROAD
C01.4	CAROL ROAD AND MARGARET ROAD
C01.5	MARGARET ROAD
C01.6	MARGARET ROAD
C01.7	BEECHWOOD DRIVE
C01.8	BEECHWOOD DRIVE
C01.9	AZALEA DRIVE
C02.0	AZALEA DRIVE
C02.1	POINTSETTIA DRIVE
C02.2	POINTSETTIA DRIVE
C02.3	PALM DRIVE
C02.4	PALM DRIVE
C02.5	PALMETTO DRIVE
C02.6	PALMETTO DRIVE
MOI DETAILS	
T00.1	MAINTENANCE OF TRAFFIC DETAILS
T00.2	MAINTENANCE OF TRAFFIC DETAILS
T00.3	MAINTENANCE OF TRAFFIC PLAN
T00.4	MAINTENANCE OF TRAFFIC PLAN



SHEET INDEX

PROJECT NO. 01026-0137 2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

SUBMITTAL DATE: AUGUST 2023

I:\01026\0137\ENG\80-DRAWINGS\GENERAL\001-010260137.DWG - 07/31/2023 07:11:59 DOREEN PADOET

0.	AT	LG.	LONG
AC	ASPHALTIC CONCRETE/	LANE	
	ASBESTOS CEMENT	LN	LIGHT POLE
AL./ALUM.	ALUMINUM	LP	MAXIMUM
ANCH.	ANCHOR	MAX.	MAILBOX
APPROX.	APPROXIMATE	MES	MITERED END SECTION
AVE.	AVENUE	MH	MANHOLE
BLDG.	BUILDING	MON.	MONUMENT
BLVD.	BOULEVARD	N.T.S.	NOT TO SCALE
BM.	BEAM	NO.	NUMBER
BOT./BOT.	BOTTOM	Ø	DIAMETER/PHASE
C	CHANNEL	PLCS.	PLACES
C.	CONDUIT	POT	POTABLE
C.B.	CATCH BASIN	PP	POWER POLE
C.I.P.	CAST IRON PIPE	PROP.	PROPOSED
CIR.	CIRCLE	P.V.	PLUG VALVE
CL	CHAIN LINK	PVC	POLYVINYL CHLORIDE
C	CENTERLINE	PVC	POINT OF VERTICAL CURVE
C	CHLORINE	PVT	POINT OF VERTICAL TANGENT
CMP	CORRUGATED METAL PIPE	PVI	POINT OF VERTICAL INTERSECTION
COL.	COLUMN	PWMT	PORTABLE WATER
CONN.	CONNECTOR/CONNECTION	R	RADIUS/RISER/RELAY
CONC.	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CU.	COPPER	RED.	REDUCER
D	DEEP/ DRAIN	REF.	REFERENCE
D.	DOUBLE	REINF.	REINFORCED/REINFORCING
DIA.	DIAMETER	REQ'D	REQUIRED
D.I.P.	DUCTILE IRON PIPE	RESTR.	RESTRAINED
DISCH.	DISCHARGE	R/W./W	RIGHT-OF-WAY
D.	DOUBLE	RWM	RECLAIMED WATER MAIN
DR.	DRIVE	SAN.	SANITARY
DRWY	DRIVEWAY	SCHED.	SCHEDULE
E.W.	EACH WAY	SEC.	SECTION
EL./ELEV.	ELEVATION	SGL	SINGLE
ETC.	AND SO FORTH	SPRK	SPRINKLER
EXST.	EXISTING	SQ.	SQUARE
EXP.	EXPANSION	SN	SIGN
F.H./HYD	FIRE HYDRANT	S.S.	STAINLESS STEEL
F.M. / F/M	FORCE MAIN	SSMH	SANITARY SEWER MANHOLE
FT.	FOOT	STL.	STEEL
FTG.	FOOTING	S/W/SWK	SIDEWALK
GALV.	GALVANIZED	SYM.	SYMMETRICAL
GRL	GRAVEL	TB	TOP OF BANK (DITCH)
GI	GRATED INLET	T. & B.	TOP & BOTTOM
GPM	GALLONS PER MINUTE	TEL.	TELEPHONE
GRIG.	GRATING	TEMP.	TEMPERATURE
G.S.	GALVANIZED STEEL	TOS	TOE OF SLOPE (DITCH)
GSP	GALVANIZED STEEL PIPE	TPV.	TYPICAL
GR./GRD.	GRADE	UG	UNDERGROUND GAS
G.V.	GATE VALVE	UP	UTILITY POLE
GWP	GUY WIRE POLE	UT	UNDERGROUND TELEPHONE
HOWALL	HEADWALL	VCP	VITRIFIED CLAY PIPE
H.R.	HANDRAIL	VERT.	VERTICAL
IN.	INCH	VLV	VALVE
INVT.	INVERT	W	WIDE FLANGE/WIDE/WATT
IP	IRON PIPE	WITH/	
IR	IRON ROD	W/L	WATER LINE
J.B.	JUNCTION BOX	W.L.	WATER LEVEL
WT.	JOINT	W/M	WATER MAIN
		W.M.	WATER METER
		W.P.	WEATHER PROOF
		W.S.	WALL SLEEVE/
			STOP/WATER SERVICE
		WTR.	WATER

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, ELEVATIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. IN THE EVENT THERE ARE UNKNOWN UTILITIES THAT ARE ENCOUNTERED OR DISCOVERED OR COMPROSED IMPROVEMENTS, CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
2. CONTRACTOR SHALL REVIEW AND VERIFY ALL QUANTITIES AND DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. UNEXPECTED DISCREPANCIES OCCUR DURING CONSTRUCTION, NOTIFY THE ENGINEER TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL PROTECT ALL EXISTING SIGNS, STRUCTURES, STORM DRAINS, SEWERS, UTILITIES, AND OTHER FACILITIES IN THE CONSTRUCTION AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING DAMAGED UTILITIES AT NO ADDITIONAL COSTS TO THE OWNER.
4. ALL EXISTING SHRUBS, TREES, PLANTINGS AND OTHER VEGETATION IN THE CONSTRUCTION AREA DISTURBED OR REMOVED SHALL BE REPLACED WITH EQUIVALENT MATERIAL BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL SPRINKLERS, MAILBOXES, YARD LIGHTS, RETAINING WALLS, PAVERS AND FENCING OF THE PROJECT SHALL BE REPAIRED AND REINSTALLED OR REPLACED WITH EQUIVALENT MATERIALS BY CONTRACTOR.
5. CONTRACTOR SHALL RECONSTRUCT ALL DISTURBED SIDEWALKS, DRIVEWAYS, DRIVEWAY PILES, AND/OR HEADWALLS, MAINTAINING EXISTING WATCH VEHICLES UNLESS OTHERWISE NOTED. DRIVEWAYS SHALL BE REPAIRED AS PER DETAIL SHEET.
6. OVERHEAD POWER LINES ARE NOT SHOWN ON PLAN & PROFILE SHEETS. CONTRACTOR TO ASSUME OVERHEAD ELECTRIC EXISTENCE BETWEEN POLES SHOWN ON PLAN & PROFILE SHEETS AND FIELD VERIFY ONE.
7. CONTRACTOR SHALL EXPOSE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE A MINIMUM 48 HOUR NOTICE TO THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES. CALL 811 FOR A MINIMUM 48 HOUR NOTICE TO ADVANCE THE FIELD LOCATIONS.
8. THE RIGHT OF WAY LINES SHOWN ARE FOR GRAPHIC REFERENCE ONLY. THE LINES WERE ESTABLISHED USING FOUND PROPERTY CORNERS AND TAX MAP RECORDS.
9. ALL CONSTRUCTION, WITHIN FOOT RIGHT-OF-WAY, SHALL CONFORM TO THE LATEST EDITION OF THE FOOT DESIGN STANDARD INDEICES, THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE, THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMITS MANUAL, ALL CONSTRUCTION WITHIN VOLUSIA COUNTY RIGHT-OF-WAY SHALL CONFORM TO THE REQUIREMENTS OF THE VOLUSIA COUNTY RIGHT-OF-WAY USE PERMIT.
10. THE MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE "MANUAL OF TRAFFIC CONTROL DEVICES PART 1" AND THE "MANUAL OF TRAFFIC CONTROL DEVICES PART 2" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 102-602, 102-603 AND NO. 102-660 SHEETS 1001 AND 1002.
11. ALL MATERIALS UTILIZED BY THE CONTRACTOR SHALL CONFORM TO THE CITY OF ORMOND BEACH STANDARDS.
12. ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY UNFORESEEN CIRCUMSTANCES OR CONDITIONS THAT EXIST ON THE PROJECT THAT COULD WARRANT A REVISION.
13. ALL DISTURBED AREAS TO BE SODED INCLUDING AREAS WITHIN THE COUNTY RIGHT OF WAY.
14. SEWER AND OTHER SERVICE LINES CROSSINGS HAVE NOT BEEN SHOWN. CONTRACTOR TO FIELD LOCATE BEFORE STARTING CONSTRUCTION AND TO PROTECT SERVICE LINES. SERVICE LINES DAMAGED BY CONTRACTOR SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
15. CONTRACTOR IS RESPONSIBLE TO REPLACE OR REPLACE ANY DAMAGE TO EXISTING SPRINKLER SYSTEMS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING ALL TREES WITHIN PROJECT AREA UNDER THE CITY OF ORMOND BEACH'S JURISDICTION.
17. ALL PIPE FITTINGS AND BENDS ARE TO BE RESTRAINED.
18. CONTRACTOR'S HOURS OF OPERATION: EXCEPT IN THE EVENT OF AN EMERGENCY, NO WORK SHALL BE DONE BETWEEN THE HOURS OF 6:00 AM TO 6:00 PM, EXCEPT ON SATURDAYS OR SUNDAYS. IF FDOT PERMITS REQUIRE OPERATIONS DURING THE NIGHT OR ON WEEKENDS, THE WRITTEN PERMISSION OF THE CITY SHALL BE OBTAINED PRIOR TO WORK.
19. DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALK IN RIGHT-OF-WAY. ANY DAMAGE TO THE SIDEWALK WILL BE REPAIRED AND/OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO VOLUSIA COUNTY ORDINANCE ACTUAL 1, SECTION 94-1 FOR ADDITIONAL DETAILS.
20. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535.
21. CONTRACTOR OR PAVING SUBCONTRACTOR ON PROJECT MUST BE FOOT CERTIFIED AND HAVE COMPLETED ONE (1) PAVING PROJECT FOR A MUNICIPAL OR GOVERNMENT ENTITY WITHIN THE LAST THIRTY (30) DAYS.
22. MILLING OF PAVEMENT WILL NOT BE ALLOWED IN ADVANCE OF REPAVING OPERATIONS BY MORE THAN SEVEN (7) CALENDAR DAYS.
23. CONTRACTOR SHALL NOT BE ALLOWED TO TRIM OR PRUNE ANY LIMBS OF ANY PROTECTED TREES WITHOUT PRIOR REVIEW AND CITY APPROVAL. CONTRACTOR MUST ALSO RECEIVE CITY APPROVAL PRIOR TO ANY REMOVAL OF ANY PROTECTED TREE FROM THE PROJECT. PROTECTED TREES ARE DEFINED BY THE CITY LOC AS: "PROTECTED TREE: ANY TREE OR PALM, OTHER THAN A PINE TREE, HAVING A DIAMETER OF SIX INCHES (6") OR GREATER, OR ANY PINE TREE HAVING A DIAMETER OF TEN INCHES (10") OR GREATER, MEASURED AT FOUR INCHES (4") ABOVE THE GROUND, OR ANY AVERAGE GROUND LEVEL, AND NOT INCLUDED IN THE DEFINITION OF EXEMPT TREES AS SPECIFIED ABOVE.
24. ALL FENCING OF ALL TYPES DISTURBED BY CONSTRUCTION SHALL BE REMOVED AND REPLACED IN LIKE KIND. PAYMENT FOR THIS ITEM WILL BE MADE UNDER THE BID ITEM "SOIL AND SURFACE RESTORATION".
25. "NOTICE/CALL THE DEVELOPMENT ENGINEERING OFFICE AT (386) 736-5926 TWO BUSINESS DAYS PRIOR TO BEGINNING WORK AUTHORIZED IN THE PERMIT. ISSUED BY THE VOLUSIA COUNTY ENGINEER OR THE CITY OF ORMOND BEACH ENGINEER. MAY BE REVOKED IN ISSUANCE OF A STOP WORK ORDER AND/OR THE SUSPENSION OR CANCELLATION OF THE PERMIT. AT NO ADDITIONAL COST TO THE OWNER."
26. CONCRETE SIDEWALK INSTALLATION SHALL MATCH EXISTING GRADE AND SHALL BE A MINIMUM OF 4" THICK. CONCRETE SIDEWALK REPLACEMENT WITHIN A DISTURBED SHALL BE A MINIMUM OF 6" THICK. ALL SIDEWALKS SHALL HAVE A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3,000 PSI (COMPRESSIVE STRENGTH REQUIREMENT SUPERSEDES CITY DETAIL 103-1). ALL SIDEWALKS SHALL BE REPAIRED TO MATCH EXISTING GRADE AND REPLACEMENT SHALL BE 8" WIDE, 4" ON EITHER SIDE OF PIPE. EXTENTS OF SIDEWALK SHALL BE INSTALLED WITH ¾" EXP. JT. OTHER SIDE TO CITY DETAILS M-18 AND M-3 FOR DETAIL.

1. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE CAPPED AND ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
2. CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSE EXISTING VALVE, REMOVE VALVE AND COVER, REMOVE JOINT OR PIPE AND CAP EXISTING 2" SPP. IF VALVE IS NOT IN MAIN ROADWAY, DO NOT REMOVE PIPE. IF AN EXISTING 2" VALVE CAN BE REMOVED, THE CONTRACTOR SHALL PATCH THE PIPE, PATCH THE PIPE, PROVIDE PATCH TO SIDEWALK, GROUND OR ROAD WAY IF NECESSARY.
3. DISCRETIONARY DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. NEARLY ALL OF THE DEPTH OF THE DISCRETIONARY DRILLS SHALL BE ALONG THE GROUND SURFACE (PLAN VIEW MEASURE).
4. PROVIDE 18" MINIMUM SEPARATION BETWEEN STORM SEWER AND WATER MAIN. SEE SHEET 003.1 FOR DETAILS.
5. CONTRACTOR SHALL COORDINATE WITH CITY OF OROMO BEACH TO LOCATE ANY HIDDEN WATER METER.

	WATER VALVE
	FIRE HYDRANT
	WATER MAIN OPEN CUT
	WATER MAIN DIRECTIONAL DRILL
	CONCRETE SIDEWALK
	TREE TO BE REMOVED
	MISSING/HIDDEN WATER METER
	CONCRETE SIDEWALK
	CONCRETE SIDEWALK TO BE REMOVED AND REPLACED
	TO BE REMOVED
	ASPHALT PAVEMENT TO BE REMOVED AND REPLACED

NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE CONTRACTOR TO FOLLOW THESE REQUIREMENTS WILL BE CONSIDERED A VIOLATION. THE CONTRACTOR SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.

2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE STATE'S CALL BEFORE YOU DIG. ANY RELEASE LOCATOR FEE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.

3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LAKE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).

4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 5:00 PM. NIGHTTIME WORK WILL BE PERMITTED ONLY IF THE COUNTY REQUESTS PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE FULLY CLOSED TO TRAFFIC IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 102-660. ANY DAMAGE TO EXISTING SIDEWALKS SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE, AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.

6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY. EXCESSIVE TRAFFIC OBSTACLES AND PATHS THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.

7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS THE COUNTY REQUESTS PRIOR APPROVAL. ALL EXCAVATIONS SHALL BE PROTECTED BY MEANS THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 102-660.

8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADDED AND SOODED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE.

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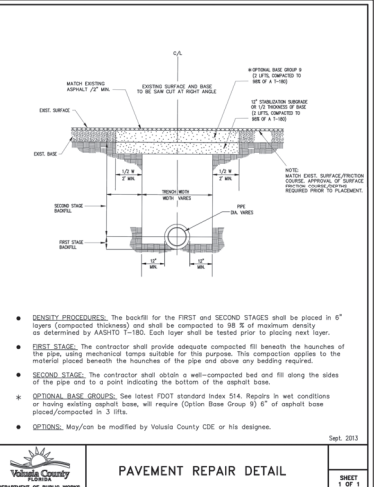
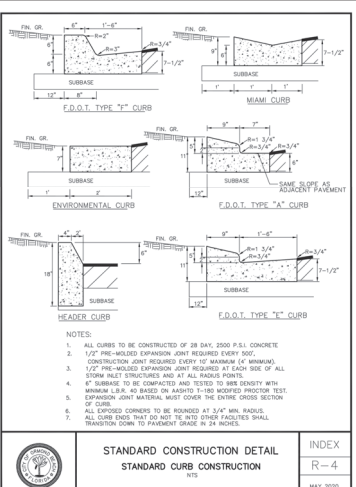
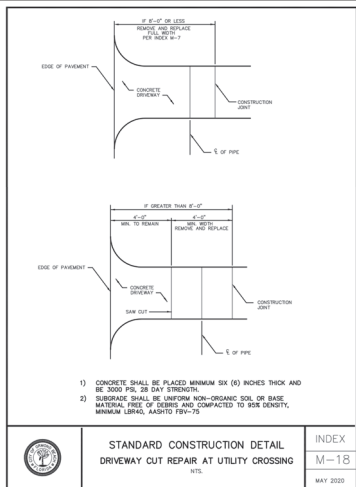
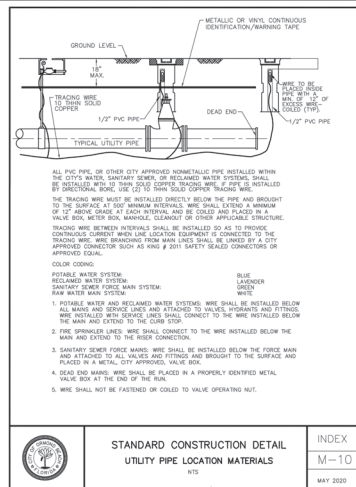
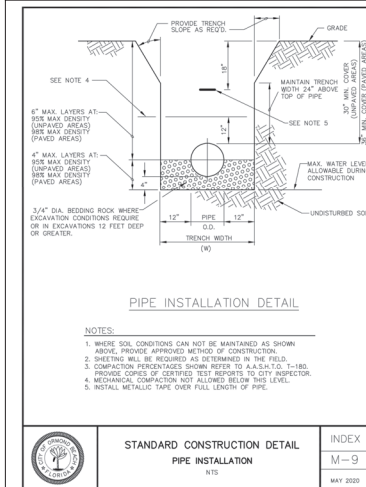
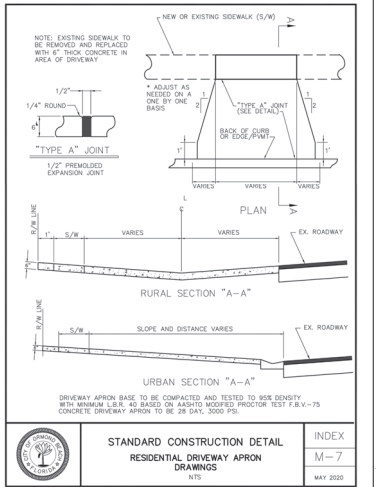
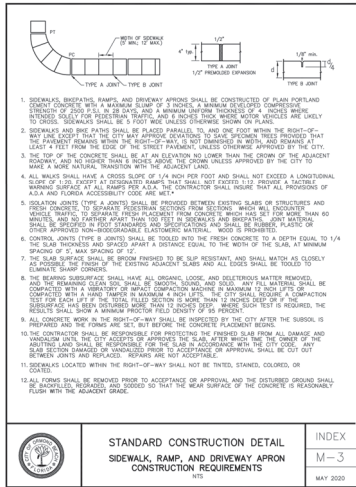
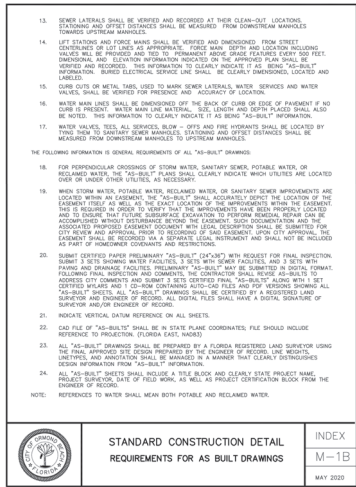
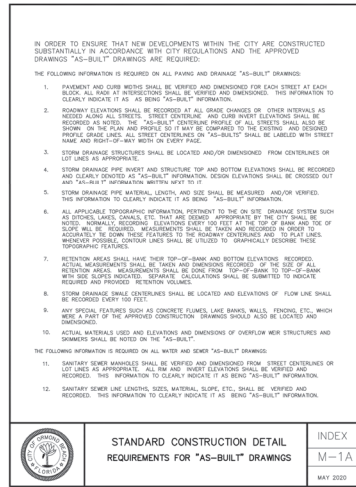
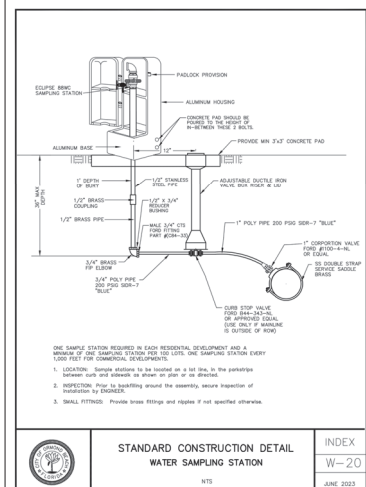
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STATUS: **ISSUED FOR BIDDING**
NOT FOR CONSTRUCTION

Page 149 of 702

Page 150 of 702

[illegible]



REV NO	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	NOVEMBER 2020
2	10% SUBMITTAL	NOV 2021
3	90% SUBMITTAL	JULY 2021

REV NO	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	NOVEMBER 2020
2	10% SUBMITTAL	NOV 2021
3	90% SUBMITTAL	JULY 2021

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Phone: (386) 274-2628, Fax: (386) 274-1353

CA Lic. No. 26588
www.mckimcreed.com

CITY OF ORMOND BEACH

2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

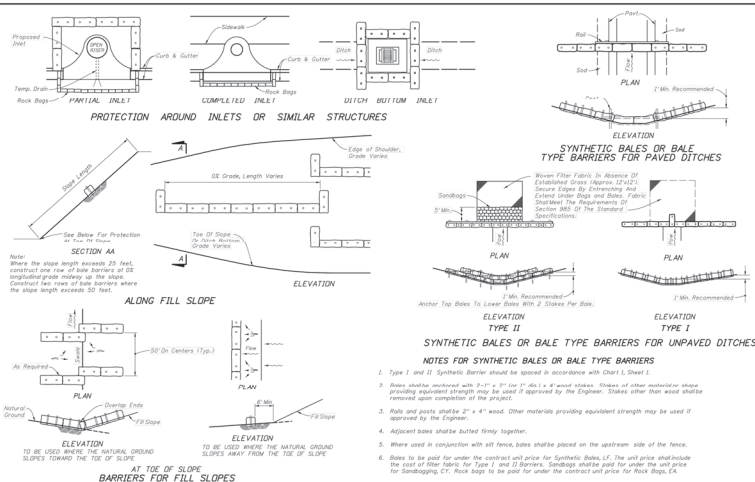
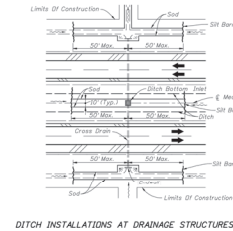
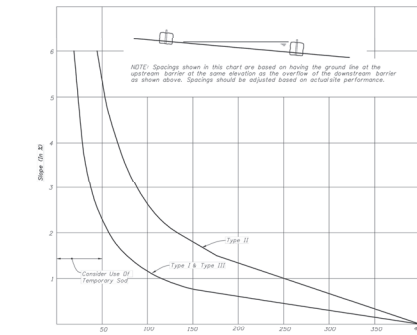
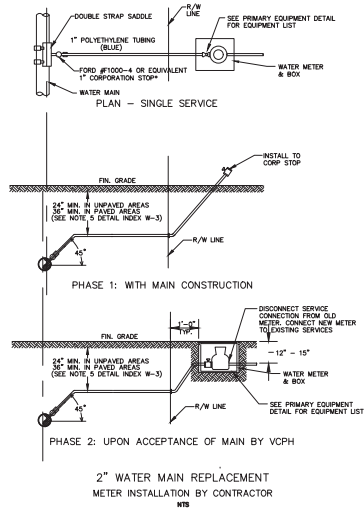
GENERAL DETAILS

PROJ. START DATE: APRIL 2021
MCE PROJ. # 01026-0137
DRAWN: DMP
DESIGNED: SRS
CHECKED: CHN
PROJ. MGR: CHN

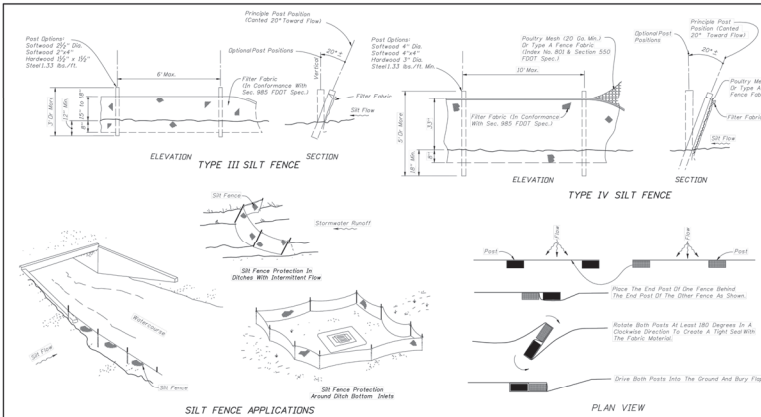
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VERTICAL: NA

G03.2

ISSUED FOR BIDDING
NOT FOR CONSTRUCTION



2010 FDOT Design Standards	DATE	SHEET NO.
TEMPORARY EROSION AND SEDIMENT CONTROL	02/01/05	102



2010 FDOT Design Standards	DATE	SHEET NO.
TEMPORARY EROSION AND SEDIMENT CONTROL	02/01/05	102

REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	NOVEMBER 2024
2	10% SUBMITTAL	NOV 2024
3	10% SUBMITTAL	JULY 2025

REVISIONS

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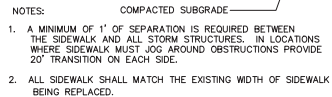


CITY OF ORMOND
BEACH

**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

GENERAL
DETAILS

PROJ. START DATE: APRIL 2021	SCALE	G03.3
MCE PROJ. # 01026-0137	HORIZONTAL: AS SHOWN	
DRAWN DMP	VERTICAL: NA	
DESIGNED SRS	REVISION C	
CHECKED CHN		
PROJ. MGR. CHN		
STATUS	ISSUED FOR BIDDING NOT FOR CONSTRUCTION	



REMOVE 6" WIDE SECTION OF SHOULDER

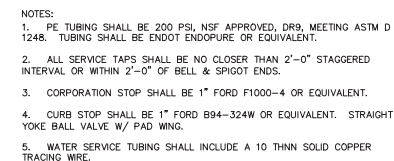
37%

EXISTING 2" GSP W.M.

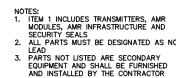
EOP

EXISTING

NOTE:
PLACE EXPANSION JOINT MATERIAL AROUND
HYDRANT EXTENSION AND AROUND VALVE BOX



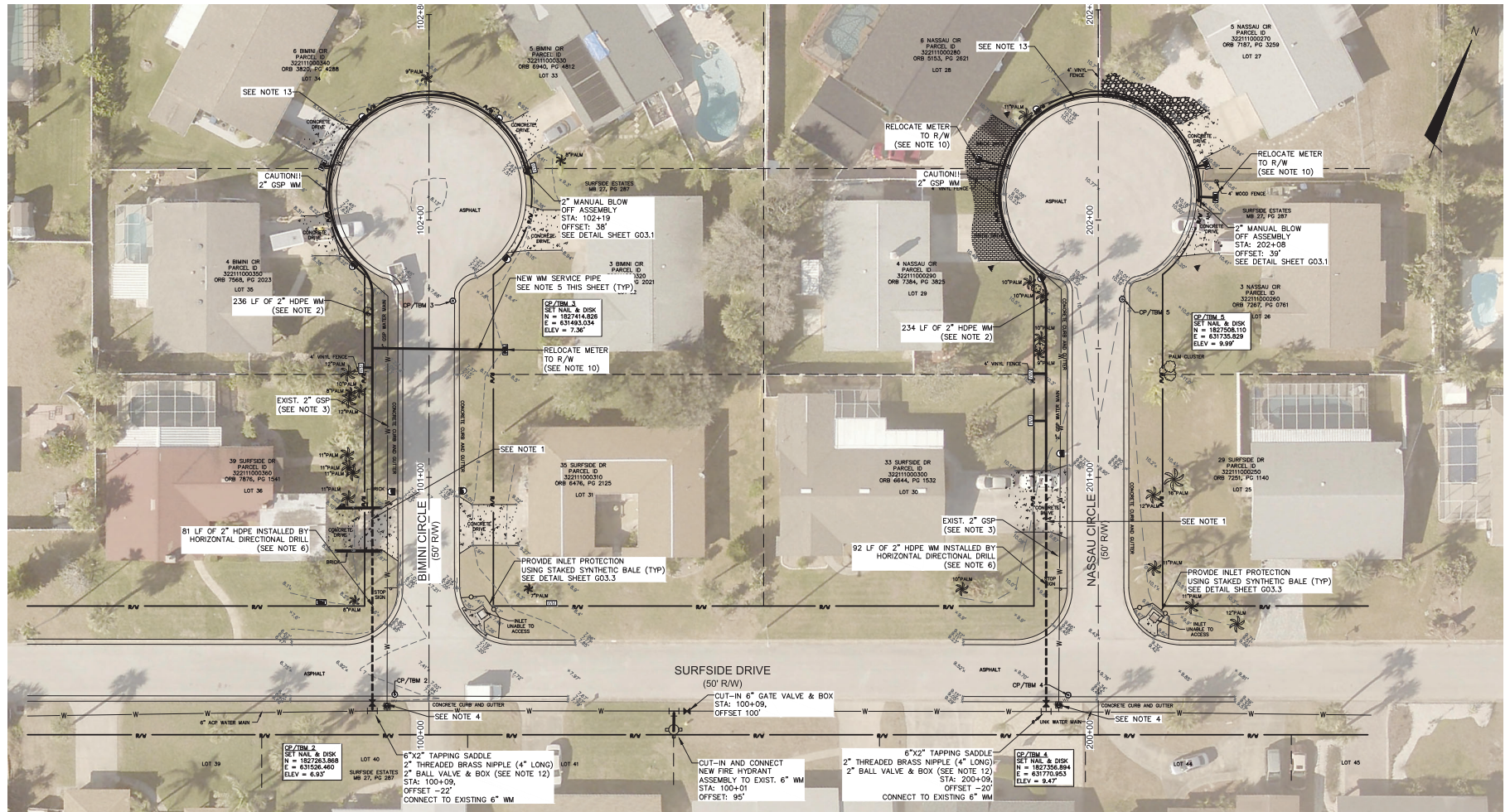
EQUIPMENT LISTING:
1 - NEPTUNE E-CODER R900 WATER METER
2 - YOKE BAR FORD #Y-502
3 - METER EXPANDER FORD #EC-23
4 - YOKE ADAPTER FORD #C98-23
5 - YOKE VALVE FORD #B91-223W
6 - NIPPLE 3/4"x4" BRASS
7 - DRESSER STYLE 90 COUPLING
8 - METER BOX



REV NO	DESCRIPTION	DATE
C	ISSUED FOR BIDDING	AUGUST 2021
D	90% SUBMITTAL	NOV 2021
E	60% SUBMITTAL	JULY 2021

SCALE	G03.4 DRAWING NUMBER
HORIZONTAL: AS SHOWN VERTICAL: NA	
	C REVISION

ISSUED FOR BIDDING
FOR CONSTRUCTION

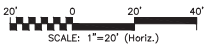


NOTES:

- 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
- 2" POLYETHYLENE PIPE SHALL BE DR9 AND IRON PIPE SIZE (IPS).
- EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
- CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSE EXISTING VALVE, REMOVE VALVE, VALVE BOX AND COVER, REMOVE 1 JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, CUTTER OR ROAD WAY IF NECESSARY.
- AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DR9 POLYETHYLENE TUBING, DOUBLE STRAP SADDLE, 1" CORPORATION STOP AND A 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL:

- MAKE CONNECTION TO THE EXISTING METER AFTER V.O.H.D. CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40 OR 3" HDPE SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
- DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
- CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERMESH. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8" WIDE (4 FT ON EITHER SIDE OF PIPE). INSTALL 2" EXP. T. MATERIAL.
- PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVE AND HYDRANT ASSEMBLIES ARE CONNECTED TO HDPE.
- NUMBER OF NEW SERVICES ON BIMINI CIRCLE AND NASSAU CIRCLE IS 9.

- CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
- MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 12.
- TAPPING VALVE SHALL BE FORD #B11-777-NL BALL VALVE FWF.
- 2" HDPE PIPE SHALL BE INSTALLED BY HAND DIGGING 30" DEEP MINIMUM BETWEEN RIGHT OF WAY AND CURB. CONTRACTOR SHALL USE SOIL DISPLACEMENT HAMMER (MOLING) UNDER DRIVEWAYS AND OBSTRUCTIONS.



REV. NO.	DESCRIPTION	DATE

REVISIONS

MCKIM & CREED
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CITY OF ORMOND
BEACH

2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

CIVIL
BIMINI CIRCLE AND NASSAU CIRCLE

PROJ. START DATE: APRIL 2021	SCALE
MCE PROJ. # 01026-8137	HORIZONTAL
DRAWN DMF	AS SHOWN
DESIGNED SRS	VERTICAL
CHECKED CHN	NA
PROJ. MGR. CHN	REVISION

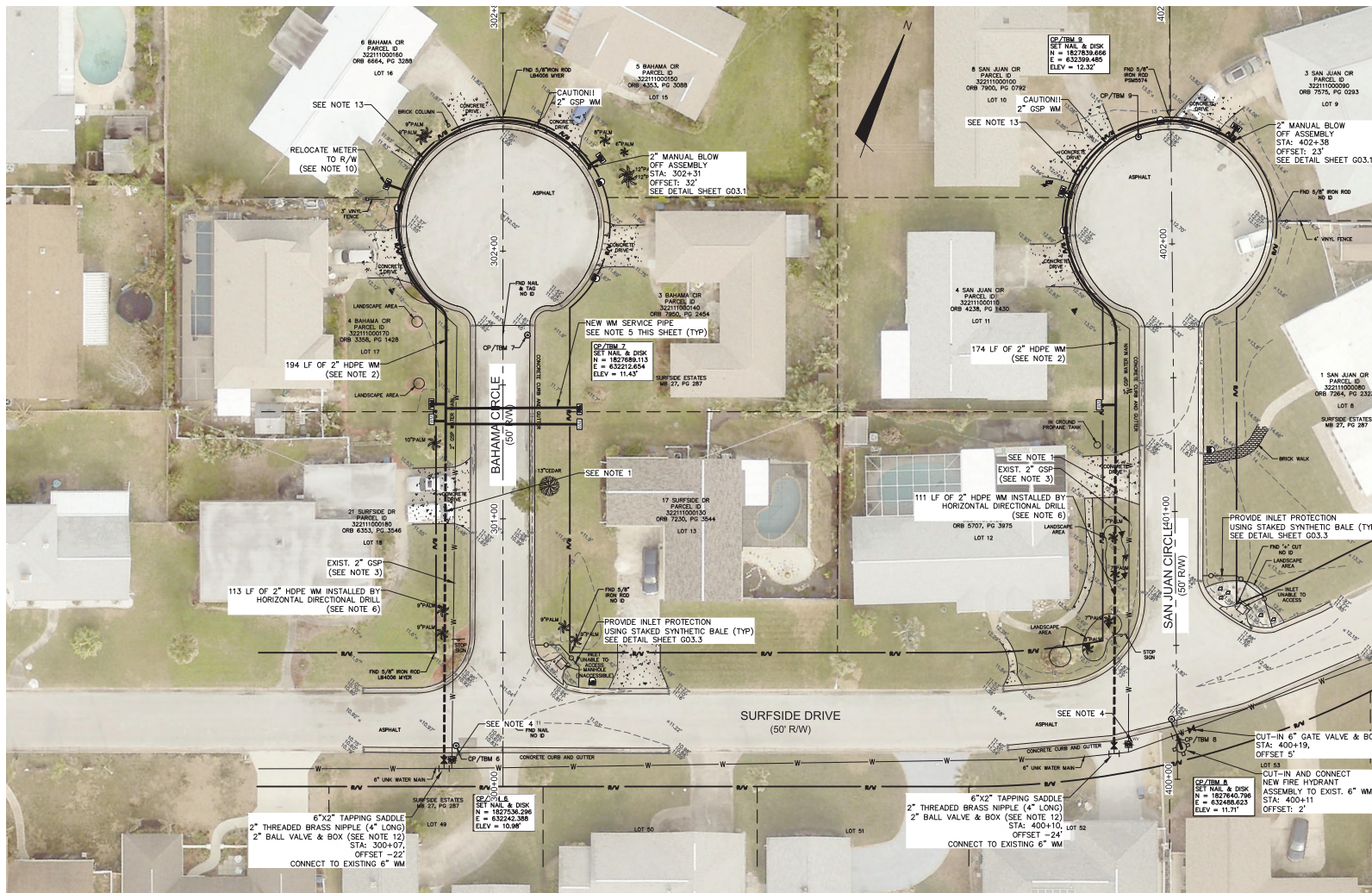
STATUS

ISSUED FOR BIDDING
NOT FOR CONSTRUCTION

C00.1

ISSUING NUMBER
C

I:\01026\0137\ENG\80-DRAWINGS\CIVIL\C001-01260137.DWG 07/31/2023 07:15:41 DOREEN PADOET



- NOTES:
1. 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
 2. 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
 3. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
 4. CONTRACTOR SHALL LOCATE EXISTING 2" VALVE. CLOSE EXISTING VALVE. REMOVE VALVE, VALVE BOX AND COVER. REMOVE 1 JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, CUTTER OR ROAD WAY IF NECESSARY.
 5. AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DRP POLYETHYLENE TUBING, DOUBLE STRAP SADDLE, 1" CORPORATION STOP AND A 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VOID CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40 OR 3" HDPE SLEEVE. THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
 6. DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
 7. CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERGLASS. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8" WIDE (4 FT ON EITHER SIDE OF PIPE); INSTALL 2" EXP. JT. MATERIAL.
 8. PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HDPE.
 9. NUMBER OF NEW SERVICES ON BAHAMA CIRCLE AND SAN JUAN CIRCLE IS 9.
 10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
 11. MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 12.
 12. TAPPING VALVE SHALL BE FORD #B11-777-NL BALL VALVE FXT.
 13. 2" HDPE PIPE SHALL BE INSTALLED BY HAND DIGGING 30" DEEP MINIMUM BETWEEN RIGHT OF WAY AND CURB. CONTRACTOR SHALL USE SOIL DISPLACEMENT HAMMER (MOUND) UNDER DRIVEWAYS AND OBSTRUCTIONS.

20' 0 20' 40'
SCALE: 1"=20' (Horiz.)

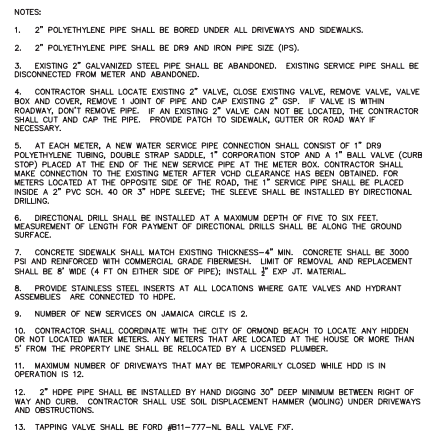
REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	MAY 2021
3	80% SUBMITTAL	JULY 2021

REVISIONS



CITY OF ORMOND
BEACH

2" WM REPLACEMENT NORTH PENINSULA -



REV NO	DESCRIPTION	DATE
C	ISSUED FOR RECORDS	AUGUST 2022
S	90% SUBMITTAL	NOV. 2021
A	60% SUBMITTAL	JULY 2021

REVISIONS

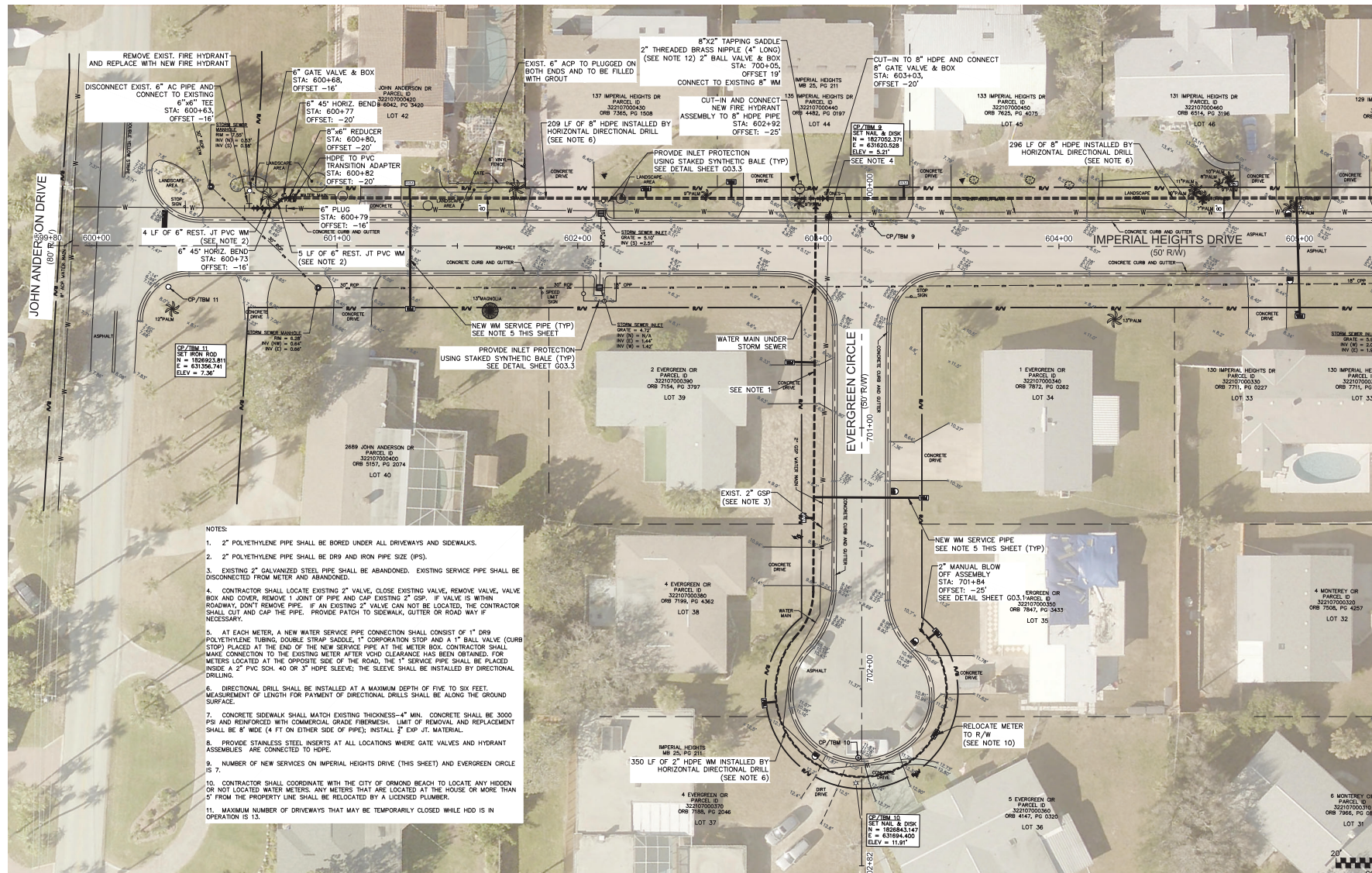
CITY OF ORMOND
BEACH

2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4

CIVIL
JAMAICA CIRCLE

PROJ. START DATE: APRIL 2021 MCE PROJ. # 01026-0137 DRAWN DMP DESIGNED SRS CHECKED CHH PROJ. MGR. CHH	SCALE HORIZONTAL: AS SHOWN VERTICAL: NA	C00.3 DRAWING NUMBER C REVISION
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STATUS: **ISSUED FOR BIDDING
NOT FOR CONSTRUCTION**



- NOTES:
- 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
 - 2" POLYETHYLENE PIPE SHALL BE DR9 AND IRON PIPE SIZE (IPS).
 - EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
 - CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSE EXISTING VALVE, REMOVE VALVE, VALVE BOX AND COVER, REMOVE 1' JOINT OF PIPE AND CAP EXISTING 2" CSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, GUTTER OR ROAD WAY IF NECESSARY.
 - AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DR9 POLYETHYLENE TUBING, DOUBLE STRAP SADDLE, 1" CORPORATION STOP AND A 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VOID CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40 OR 3" HDPE SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
 - DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
 - CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERGLASS. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8" WIDE (4 FT ON EITHER SIDE OF PIPE); INSTALL 2" EXP. JT. MATERIAL.
 - PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HDPE.
 - NUMBER OF NEW SERVICES ON IMPERIAL HEIGHTS DRIVE (THIS SHEET) AND EVERGREEN CIRCLE IS 7.
 - CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
 - MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 13.

REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2023
2	10% SUBMITTAL	MAY 2023
3	90% SUBMITTAL	JULY 2023

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CITY OF ORMOND
BEACH

2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

CIVIL
IMPERIAL HEIGHTS DRIVE AND EVERGREEN CIRCLE

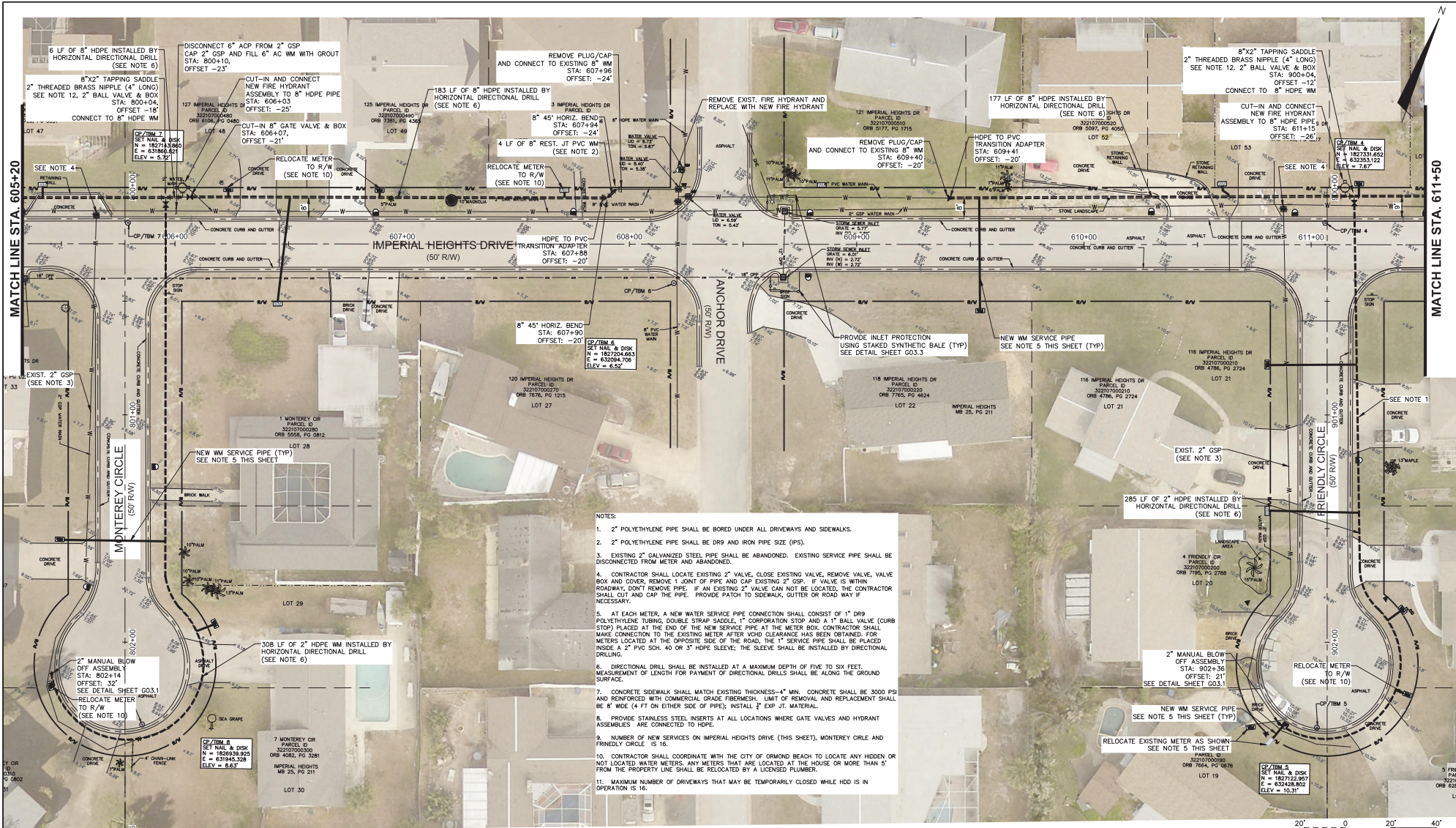
PROJ. START DATE: APRIL 2023
 MCE PROJ. # 01026-0137
 DRAWN: DMP
 DESIGNED: SRS
 CHECKED: CHN
 PROJ. MGR: CHN

SCALE: 1"=20' (Horiz.)

C00.4

ISSUED FOR BIDDING
NOT FOR CONSTRUCTION

MATCH LINE STA. 605+30
SEE SHEET C00.5 FOR CONTINUATION



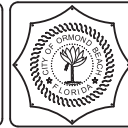
REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	MAY 2021
3	90% SUBMITTAL	JULY 2021

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CITY OF ORMOND
BEACH

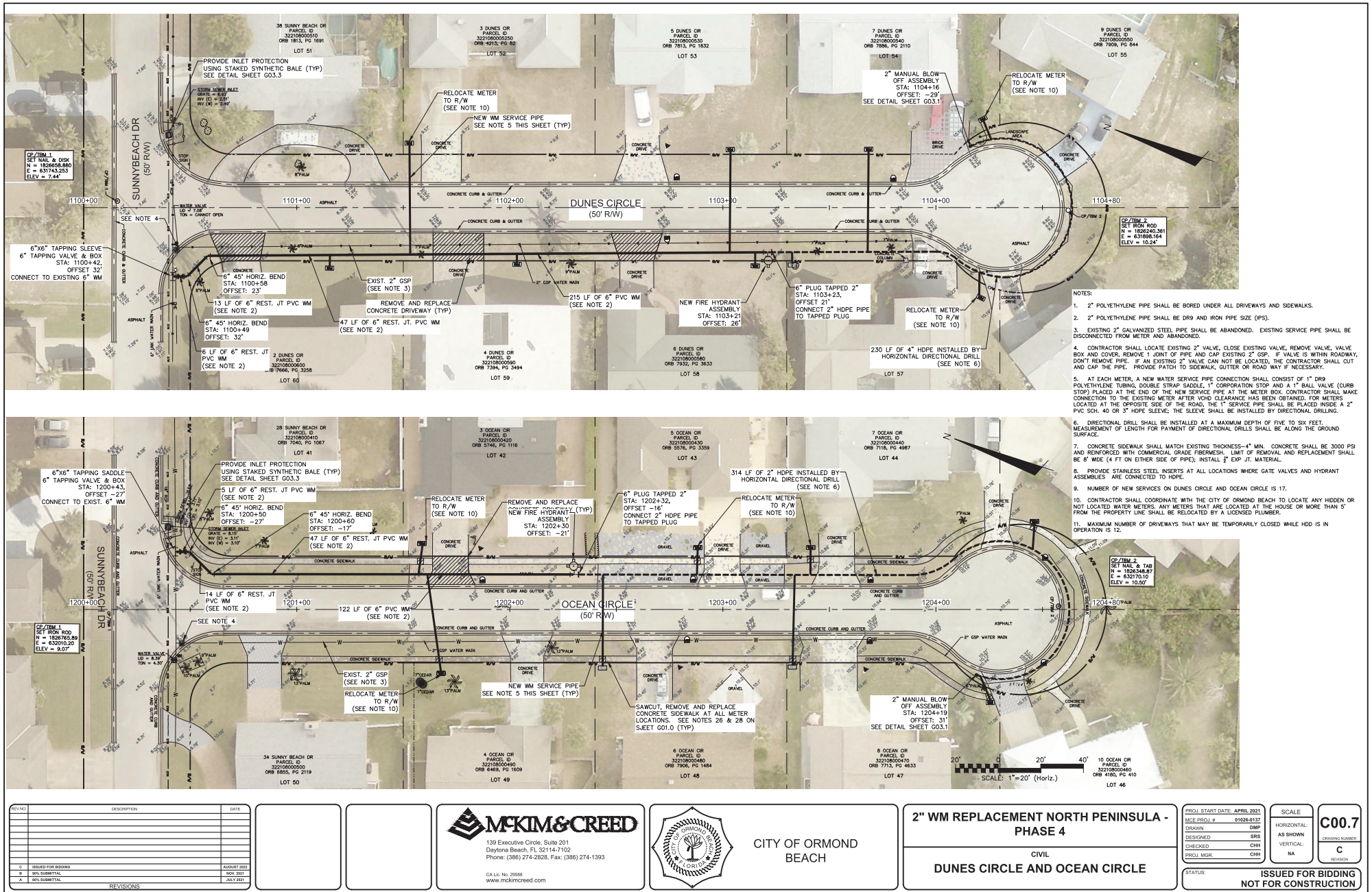
2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

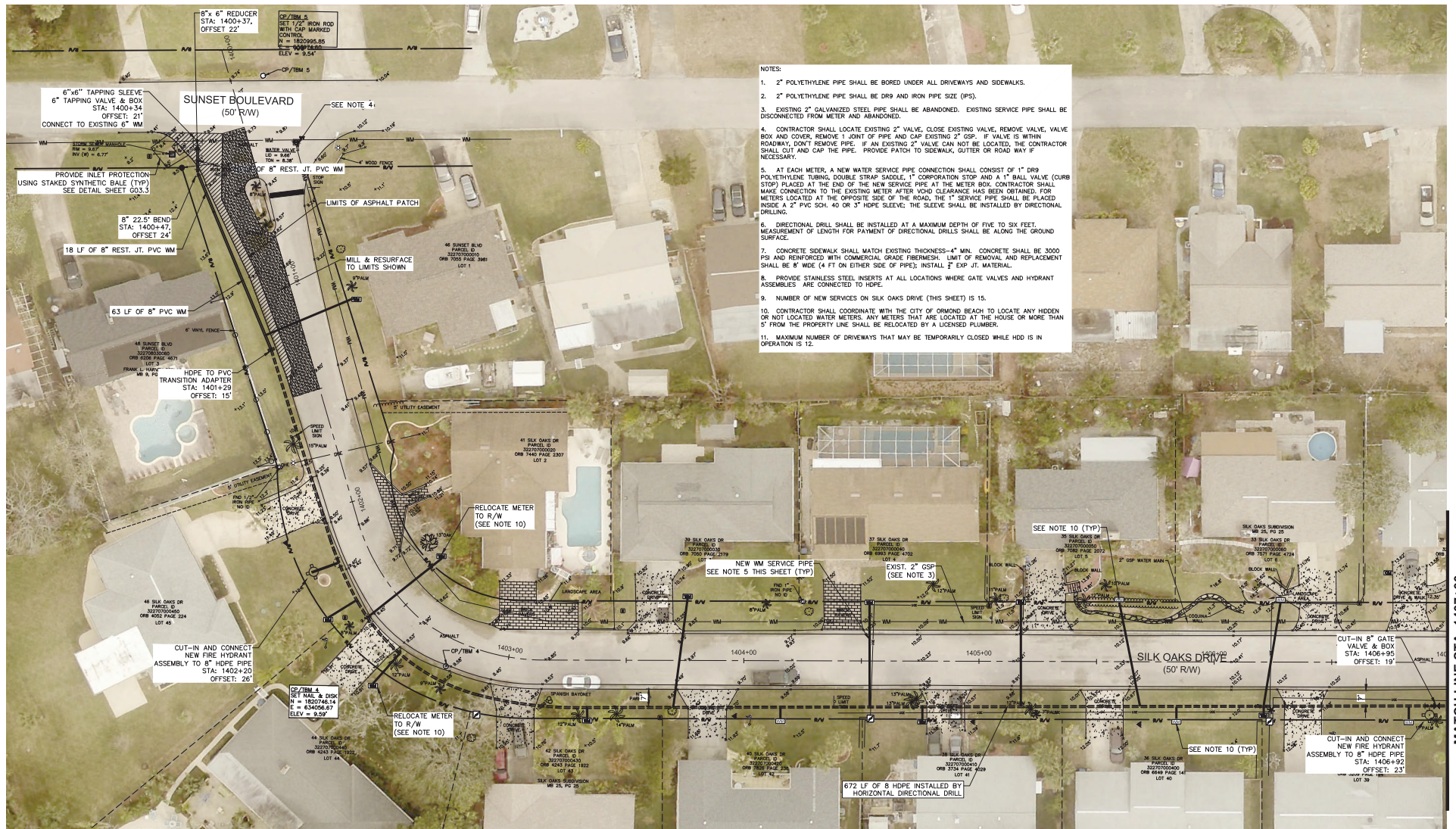
CIVIL

IMPERIAL HEIGHTS DRIVE, MONTEREY CIRCLE & FRIENDLY CIRCLE

PROJ. START DATE: APRIL 2021 MCE PROJ. # 01026-0137-ENG/80-DRAWINGS/CIVIL/01-0126013.DWG 07/31/2021 07:16:54 DOREEN PADOET DRAWN: DMP DESIGNED: SRS CHECKED: CHN PROJ. MGR: CHN	SCALE: 1"=20' (Horiz.) SCALE: HORIZONTAL AS SHOWN SCALE: VERTICAL NA SCALE: REVISION C	C00.5 ISSUED FOR BIDDING NOT FOR CONSTRUCTION
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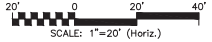
I:\01026\0137-ENG\80-DRAWINGS\CIVIL\01-0126013.DWG 07/31/2021 07:16:54 DOREEN PADOET





- NOTES:
- 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
 - 2" POLYETHYLENE PIPE SHALL BE DR9 AND IRON PIPE SIZE (IPS).
 - EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
 - CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSE EXISTING VALVE, REMOVE VALVE, VALVE BOX AND COVER, REMOVE 1 JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, GUTTER OR ROAD WAY IF NECESSARY.
 - AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DR9 POLYETHYLENE TUBING, DOUBLE STRAP SADDLE, 1" CORPORATION STOP AND A 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VCHD CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40 OR 3" HDPE SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
 - DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
 - CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERGLASS. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8' WIDE (4 FT ON EITHER SIDE OF PIPE); INSTALL 2" EXP. JT. MATERIAL.
 - PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HOPE.
 - NUMBER OF NEW SERVICES ON SILK OAKS DRIVE (THIS SHEET) IS 15.
 - CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
 - MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 12.

MATCH LINE STA. 1407+00
SEE SHEET C00.0 FOR
CONTINUATION



REV. NO.	DESCRIPTION	DATE

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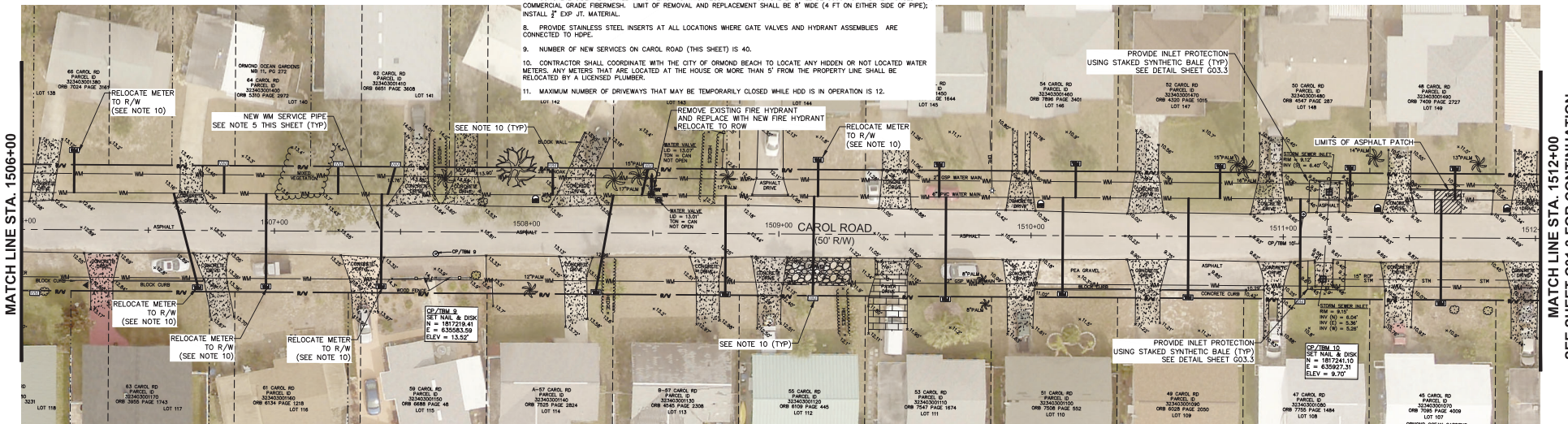
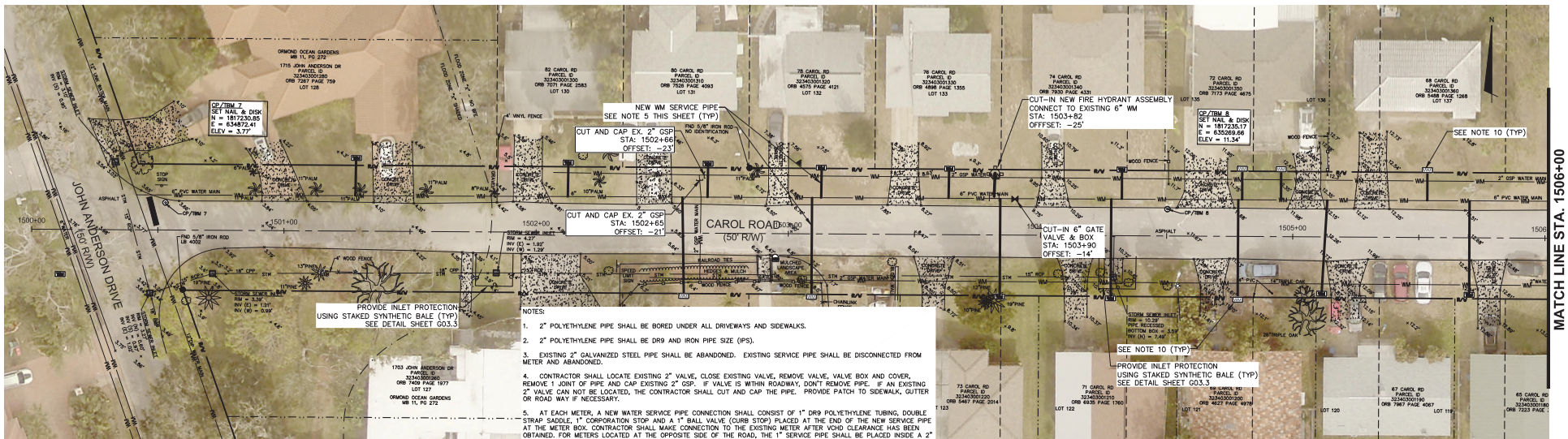
CITY OF ORMOND
BEACH

**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

CIVIL
SILK OAKS DRIVE

PROJ. START DATE: APRIL 2021 MCE PROJ. # 01026-0137 DRAWN: DMF DESIGNED: SRS CHECKED: CHN PROJ. MGR.: CHN	SCALE: NA HORIZONTAL: AS SHOWN VERTICAL: NA C00.9 C ISSUED FOR BIDDING NOT FOR CONSTRUCTION
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I:\01026\0137\ENG\DRAWINGS\CIVIL\C002--010260137.DWG 07/31/2023 07:18:09 DOREEN PADOET



REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	MAY 2021
3	90% SUBMITTAL	JULY 2021

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CITY OF ORMOND BEACH

2" WM REPLACEMENT NORTH PENINSULA - PHASE 4
 CIVIL
 CAROL ROAD

PROJ. START DATE: APRIL 2021
 MCE PROJ. # 01026-0137
 DRAWN: DMP
 DESIGNED: SRS
 CHECKED: CHN
 PROJ. MGR: CHN

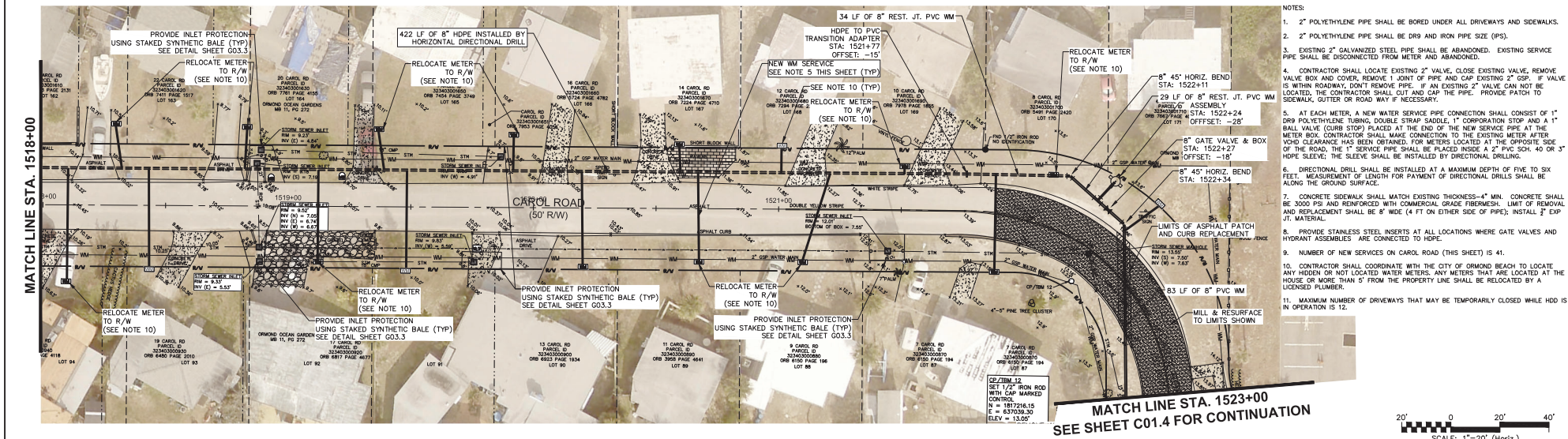
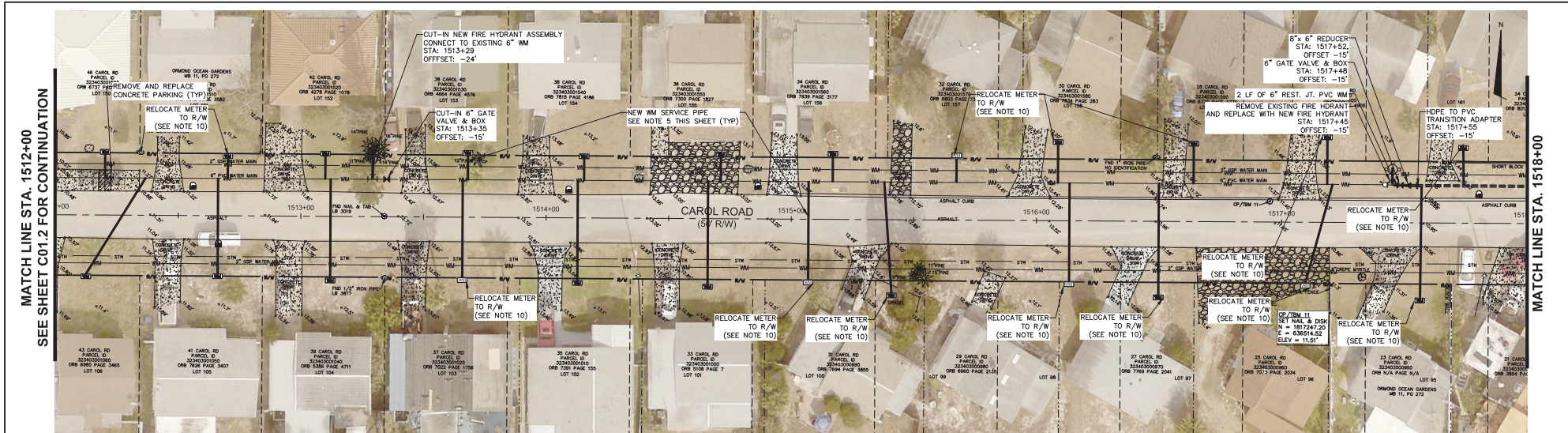
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SCALE: AS SHOWN
 HORIZONTAL: DMP
 VERTICAL: SRS
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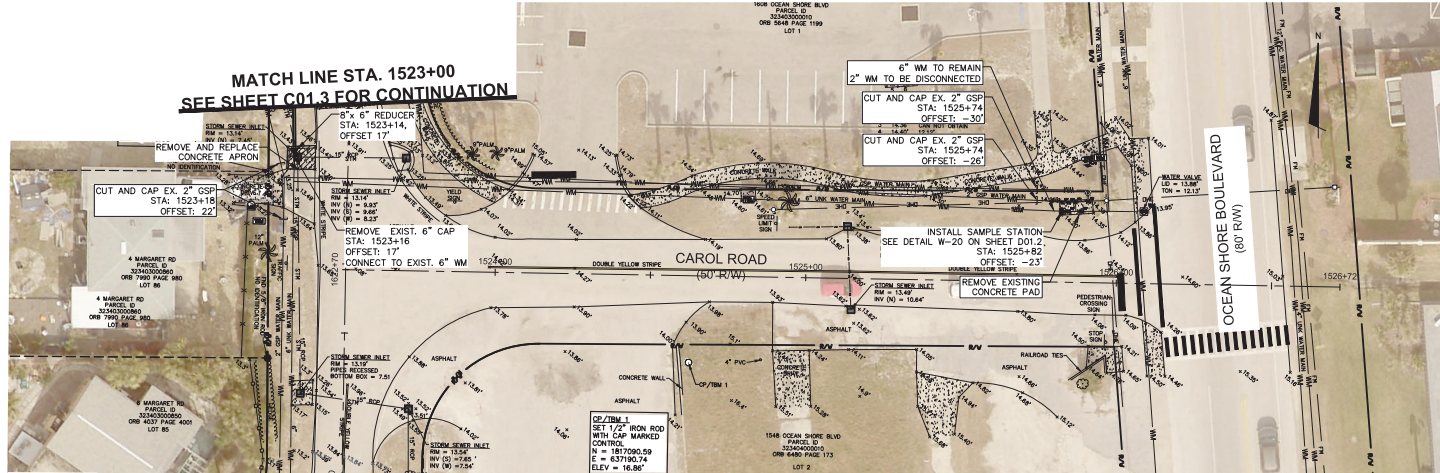
C01.2
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 REVISION

ISSUED FOR BIDDING NOT FOR CONSTRUCTION

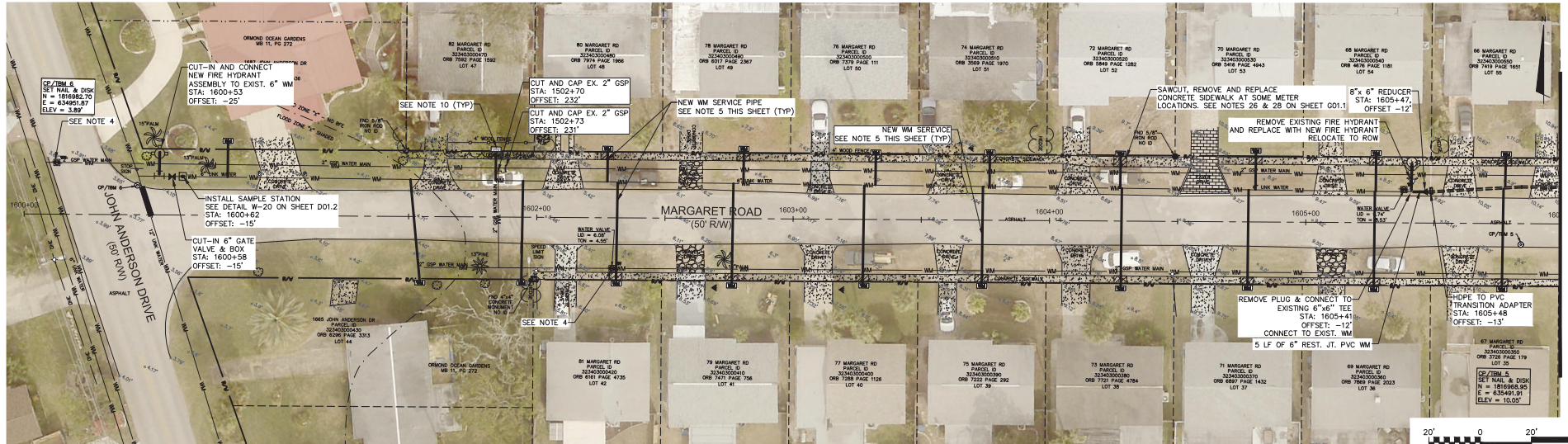
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- NOTES:
1. 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
 2. 2" POLYETHYLENE PIPE SHALL BE DRS AND IRON PIPE SIZE (IPS).
 3. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
 4. CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSE EXISTING VALVE, REMOVE VALVE, VALVE BOX AND COVER, REMOVE 1 JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, CUTTER OR ROADWAY IF NECESSARY.
 5. AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DRS POLYETHYLENE TUBING, DOUBLE STRAP SADDLE, 1" CORPORATION STOP AND A 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VOID CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40 OR 3" HDPE SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
 6. DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
 7. CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERESH. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8" WIDE (4 FT ON EITHER SIDE OF PIPE); INSTALL 3" EXP. JT. MATERIAL.
 8. PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HDPE.
 9. NUMBER OF NEW SERVICES ON MARGARET ROAD (THIS SHEET) IS 20.
 10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
 11. MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 12.



MATCH LINE STA. 1606+00
SEE SHEET C01.5 FOR CONTINUATION

REV. NO.	DESCRIPTION	DATE



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BEACH

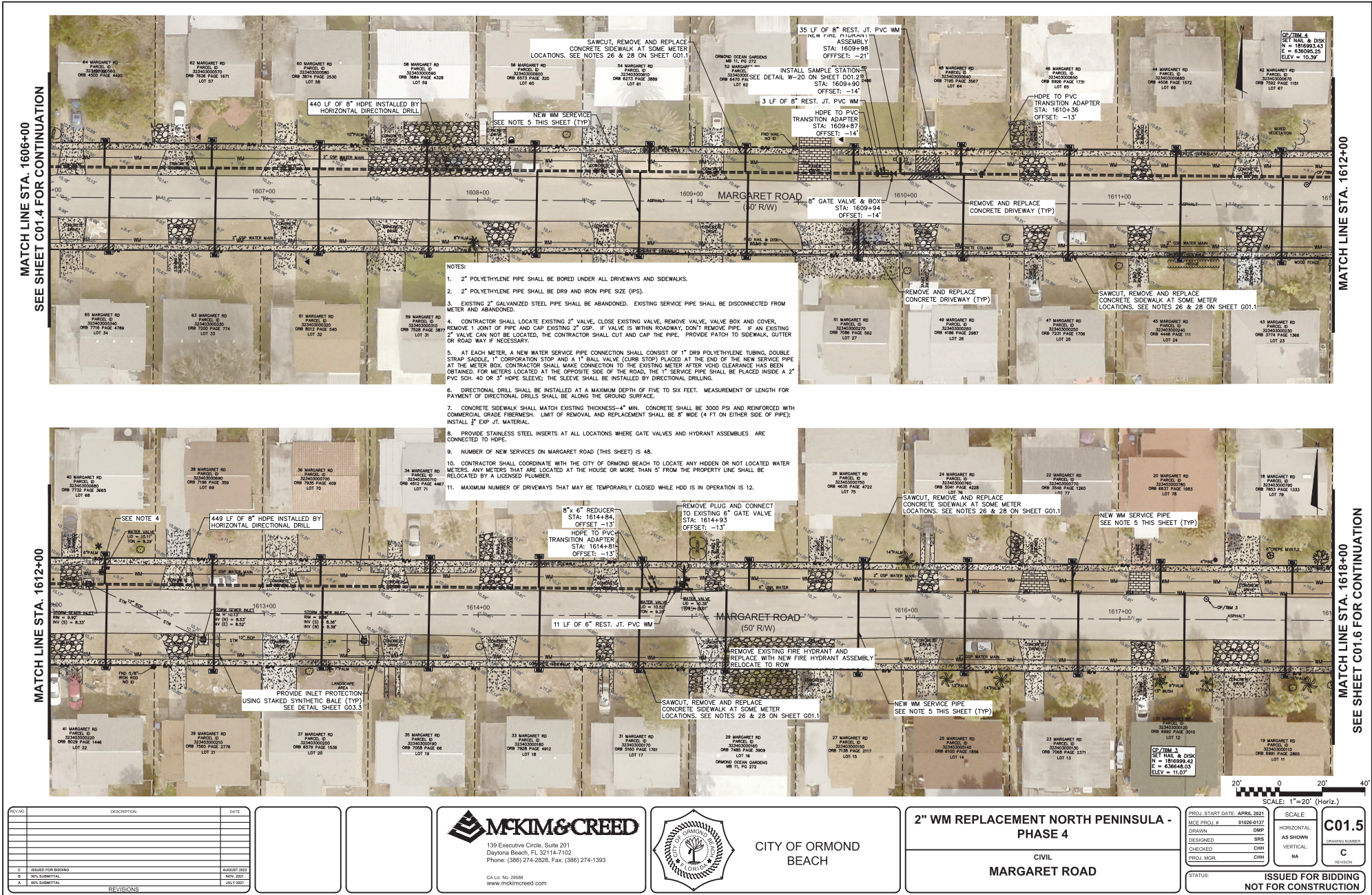
**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

CIVIL

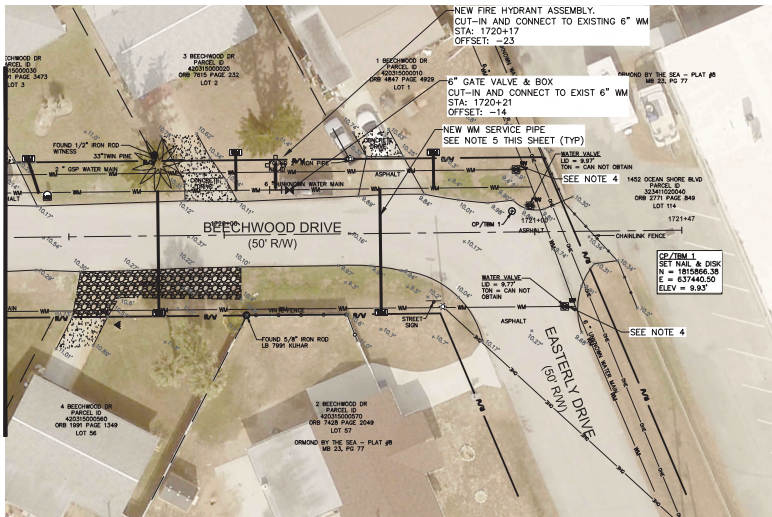
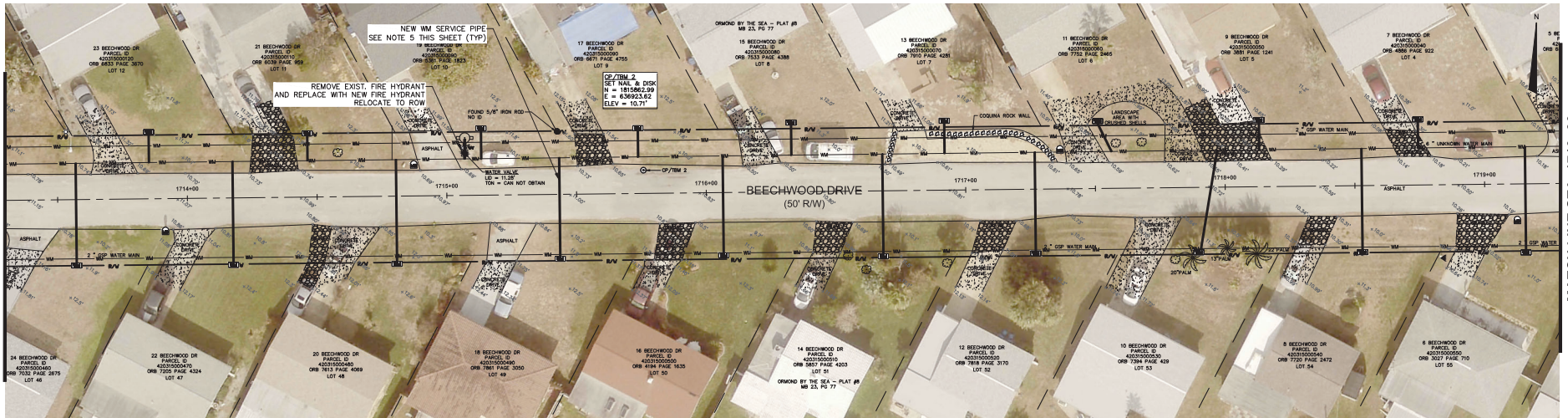
CAROL ROAD AND MARGARET ROAD

PROJ. START DATE: APRIL 2021 MCE PROJ. # 01026-0137-EN0-80-DRAWINGS/CIVIL/C002-01260137.DWG 07/31/2023 07:19:14 DOREEN PADOET DRAWN: DMP DESIGNED: SRS CHECKED: CHN PROJ. MGR: CHN	<table border="1"> <tr> <th colspan="2">SCALE</th> </tr> <tr> <td>HORIZONTAL</td> <td>AS SHOWN</td> </tr> <tr> <td>VERTICAL</td> <td>NA</td> </tr> </table> <table border="1"> <tr> <td>C01.4</td> <td>ISSUED FOR BIDDING NOT FOR CONSTRUCTION</td> </tr> <tr> <td>C</td> <td>REVISION</td> </tr> </table>	SCALE		HORIZONTAL	AS SHOWN	VERTICAL	NA	C01.4	ISSUED FOR BIDDING NOT FOR CONSTRUCTION	C	REVISION
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HORIZONTAL	AS SHOWN										
VERTICAL	NA										
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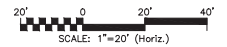
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MATCH LINE STA. 1719+30



2. POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
3. POLYETHYLENE PIPE SHALL BE DR9 AND IRON PIPE SIZE (IPS).
4. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
5. CONTRACTOR SHALL LOCATE EXISTING 2" GSP. CLOSE EXISTING VALVE, REMOVE VALVE BOX AND COVER, REMOVE JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE, PROVIDE PATCH TO SIDEWALK, GUTTER OR ROAD WAY IF NECESSARY.
6. AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DRIP POLYETHYLENE TUBING, DOUBLE END CAPS, AND A 1/2" COPPER OR BRASS VALVE. THE VALVE SHALL BE INSTALLED AT THE END OF THE NEW SERVICE PIPE AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VPOH CLEARANCE HAS BEEN OBTAINED. VALVES LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SH-40 OR 3" HOT SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
7. DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
8. CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBER. MAXIMUM LIMIT OF REMOVAL/ REPLACEMENT SHALL BE 6" WIDE (4" IF EITHER SIDE OF PIPE), INSTALL 3" EXP. JCT. MATERIAL.
9. PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HOPE.
10. NUMBER OF NEW SERVICES ON BEECHWOOD DRIVE (THIS SHEET) IS 24.
11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ORMOND BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METER, ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
12. MAXIMUM NUMBER OF DRIVERS THAT MAY BE TEMPORARILY CLOSING WHILE HDO IS IN OPERATION IS 12.



REV/NO	DESCRIPTION	DATE
C	ISSUED FOR BIDDING	AUGUST 2022
S	90% SUBMITTAL	NOV. 2021
A	90% SUBMITTAL	JULY 2021

REVISIONS



CITY OF ORMOND
BEACH

**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

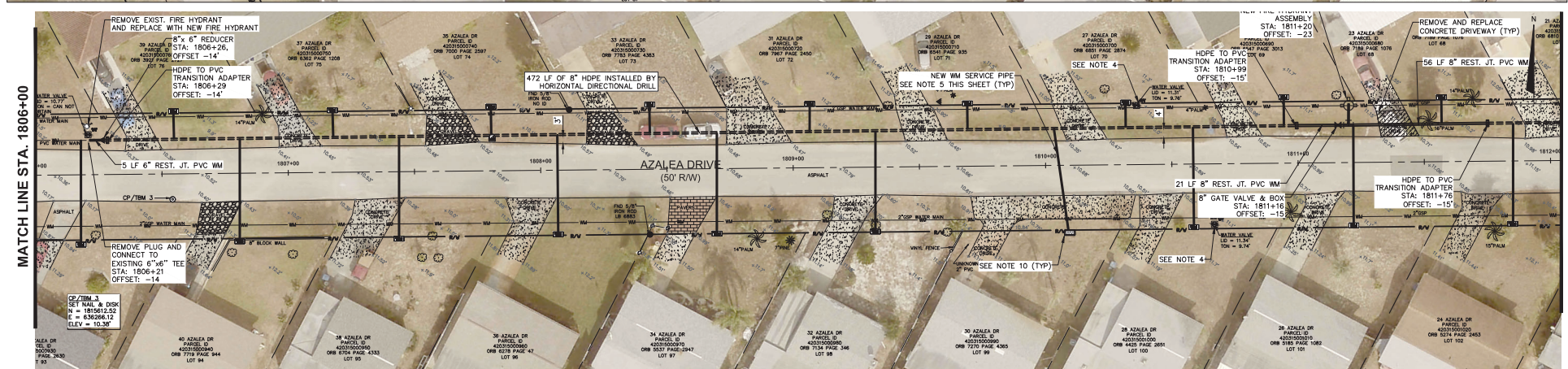
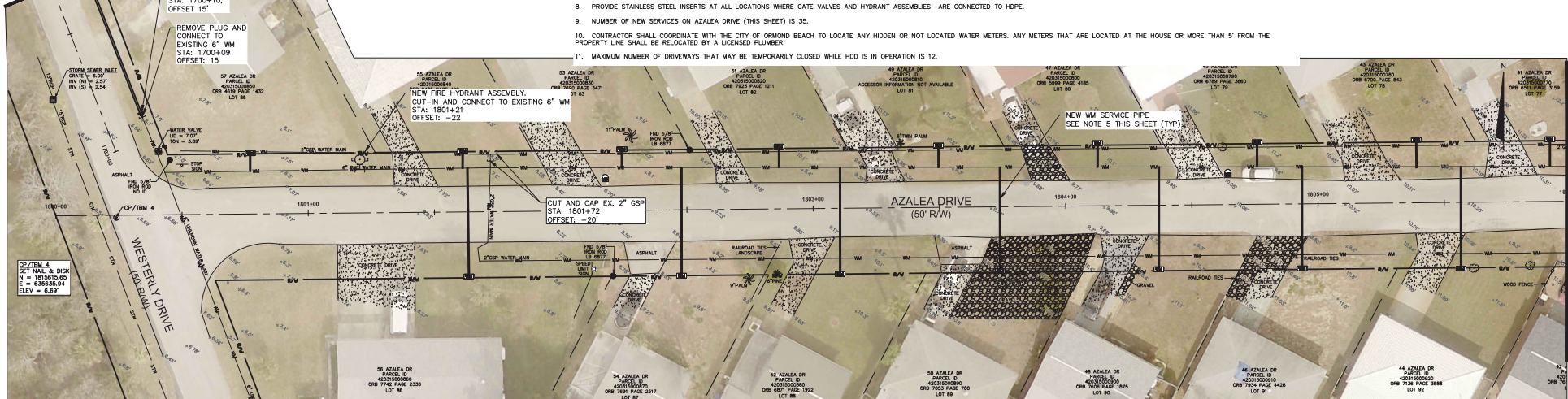
BEECHWOOD DRIVE

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STATUS:
ISSUED FOR BIDDING

NOT FOR CONSTRUCTION

MATCH LINE STA. 1700+70
SEE SHEET C01.7 FOR CONTINUATION



REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	NOV 2021
3	90% SUBMITTAL	JULY 2021

REV. NO.	DESCRIPTION	DATE
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2	10% SUBMITTAL	NOV 2021
3	90% SUBMITTAL	JULY 2021

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CITY OF ORMOND
BEACH

**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

CIVIL
AZALEA DRIVE

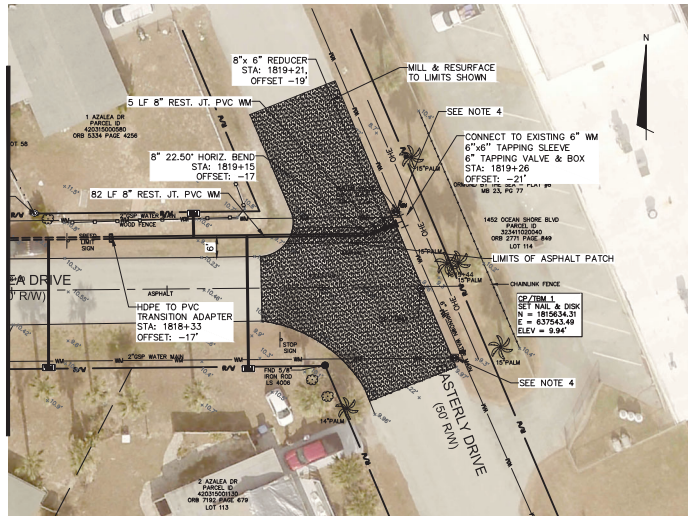
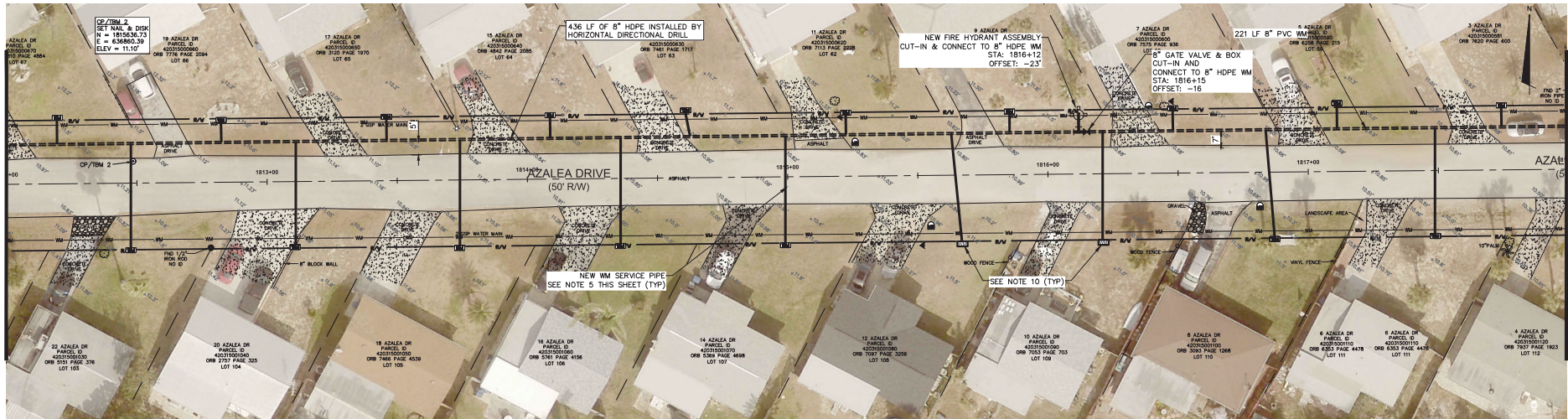
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PROJ. START DATE: APRIL 2021
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DRAWN: DMF
DESIGNED: SRS
CHECKED: CHN
PROJ. MGR: CHN

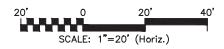
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VERTICAL: NA

C01.9
ISSUED FOR BIDDING
NOT FOR CONSTRUCTION

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2. 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
3. 2" POLYETHYLENE PIPE SHALL BE D99 AND IRON PIPE SIZE (IPS).
4. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METER AND ABANDONED.
5. CONTRACTOR SHALL LOCATE EXISTING 2" GAS; CLOSE EXISTING VALVE; REMOVE VALVE, VALVE BOX AND COVER; REMOVE JOINT OF PIPE AND CAP EXISTING 2" VPC. IF VALVE IS WITHIN ROADWAY, DO NOT REMOVE PIPE. IF AN EXISTING VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO SIDEWALK, GUTTER OR ROAD WAY IF NECESSARY.
6. AT EACH METER, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DRIP PROTECTION TURNING DOUBLE END COUPLER, 1" W/ 10' MINIMUM SLOPE DOWNWARD PLACED AT THE END OF THE NEW SERVICE PIPE TO BE INSTALLED AT THE METER BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METER AFTER VOID CLEARANCE HAS BEEN MADE. IF THE METER BOX IS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED AREA A 2" PVC SCH. 80 OR 3" HDPE SLEEVE; THE SLEEVE SHALL BE INSTALLED BY DIRECTIONAL DRILLING.
7. DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
8. CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS-4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE REBAR. LIMIT OF REMOVAL OR REPLACEMENT SHALL BE 6" WIDE (4" FT ON EITHER SIDE OF PIPE); INSTALL 3" EXP. JCT. MATERIAL.
9. PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HOPE.
9. NUMBER OF NEW SERVICES ON AZALEA DRIVE (THIS SHEET) IS 22.
10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF OREM BEHIND TO LOCATE ANY HIDDEN OR NOT LOCATED WATER MAINS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
11. MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HDD IS IN OPERATION IS 12.



(REV NO)	DESCRIPTION	DATE
C	ISSUED FOR BIDDING	AUGUST 2022
D	90% SUBMITTAL	NOV 2021
A	60% SUBMITTAL	JULY 2021
REVISIONS		

10



CITY OF ORMOND
BEACH

**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

CIVIL
AZALEA DRIVE

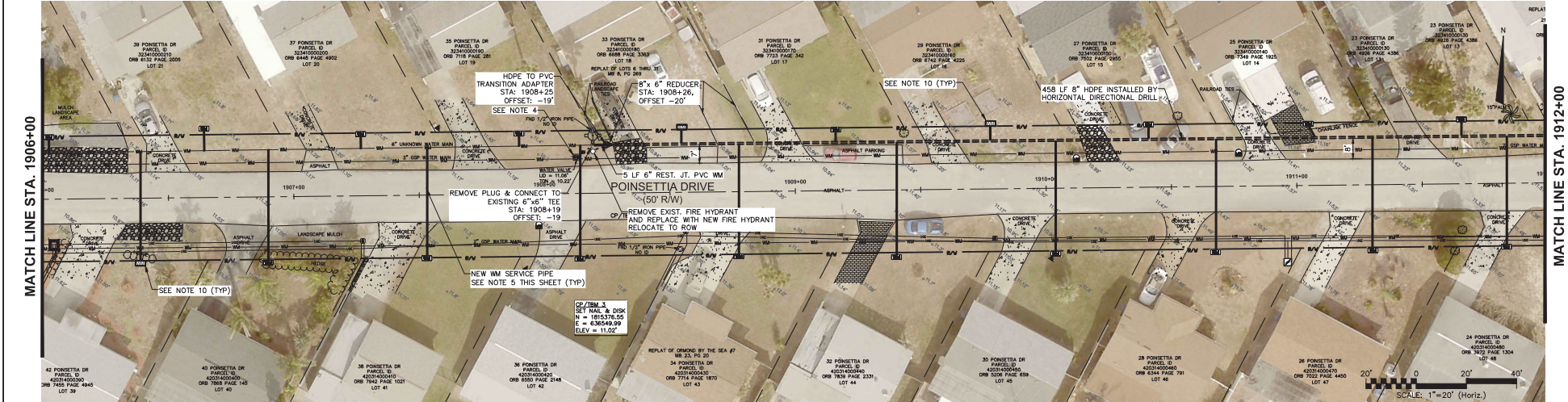
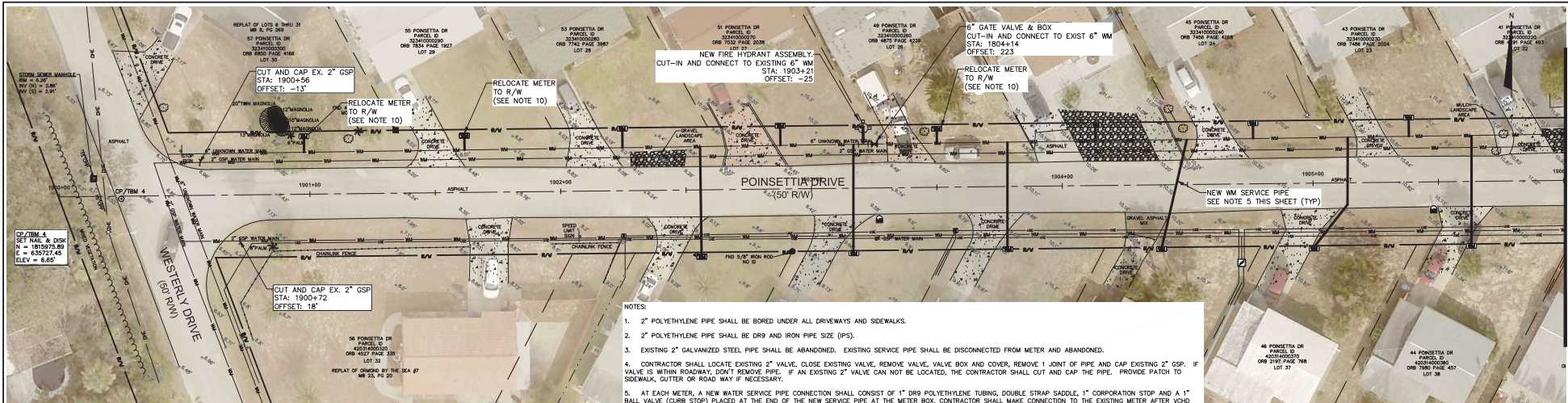
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MCE PROJ. #	01026-0137
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MIGR.	CHH

STATUS: IS NOT F

SCALE	C02.0 DRAWING NUMBER
HORIZONTAL: AS SHOWN VERTICAL: NA	
	C REVISION

**ISSUED FOR BIDDING
OR CONSTRUCTION**

**ISSUED FOR BIDDING
NOT FOR CONSTRUCTION**



REV NO	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	MAY 2021
3	30% SUBMITTAL	JULY 2021

REV NO	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	APRIL 2021
2	10% SUBMITTAL	MAY 2021
3	30% SUBMITTAL	JULY 2021

MCKIM & CREED
 139 Executive Circle, Suite 201
 Daytona Beach, FL 32114-7102
 Phone: (386) 274-2628, Fax: (386) 274-1393
 CA Lic. No. 26588
 www.mckimcreed.com

CITY OF ORMOND BEACH

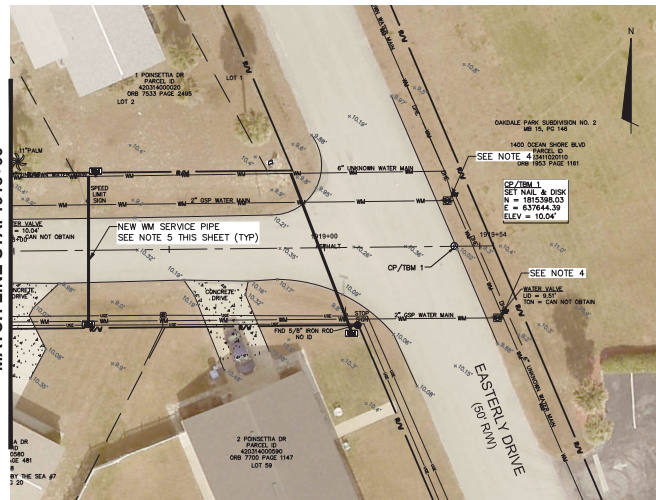
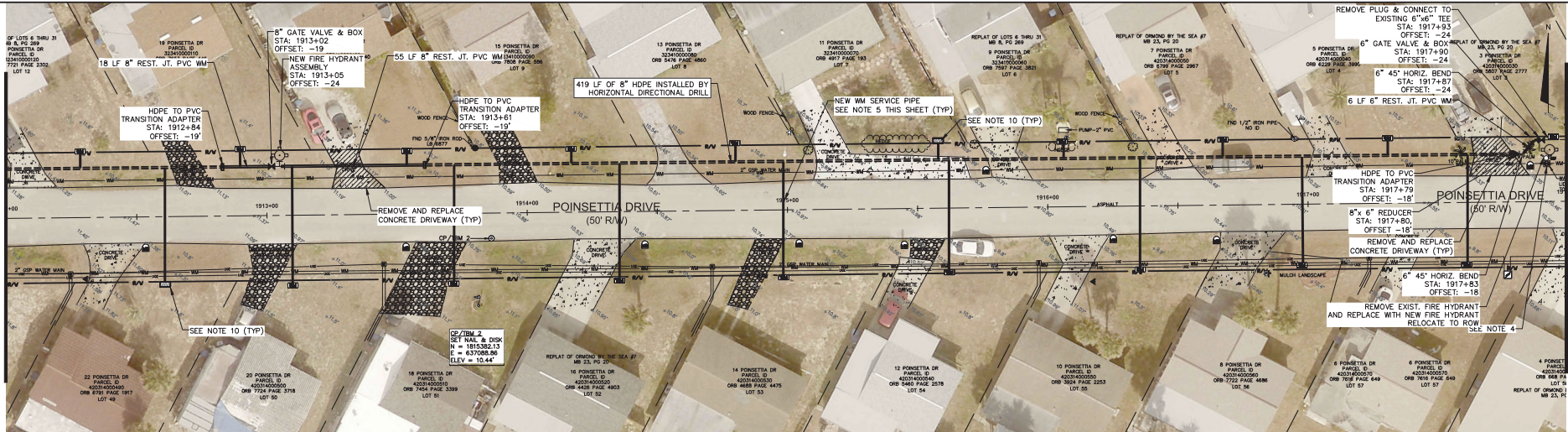
2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

CIVIL
POINSETTIA DRIVE

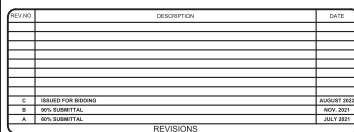
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 MCE PROJECT: 01026-0137
 DRAWN: DMF
 DESIGNED: SRS
 CHECKED: CHN
 PROJECT MGR: CHN

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 SCALE: AS SHOWN VERTICAL
 C02.1
 C
 ISSUED FOR BIDDING
 NOT FOR CONSTRUCTION

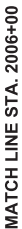
I:\01026\0137\ENG\80-DRAWINGS\CIVIL\C003-01260137.DWG 07/31/2023 07:21:24 DOREN PADOET



1. 2" POLYETHYLENE PIPE SHALL BE BORED UNDER ALL DRIVEWAYS AND SIDEWALKS.
2. 2" POLYETHYLENE PIPE SHALL BE DRO AND IRON PIPE SIZE (IPS).
3. EXISTING 2" GALVANIZED STEEL PIPE SHALL BE ABANDONED. EXISTING SERVICE PIPE SHALL BE DISCONNECTED FROM METEOR AND ABANDONED.
4. CONTRACTOR SHALL LOCATE EXISTING 2" VALVE, CLOSING EXISTING VALVE, REMOVE VALVE BOX AND COVER, REMOVE 1 JOINT OF PIPE AND CAP EXISTING 2" GSP. IF VALVE IS WITHIN ROADWAY, DON'T REMOVE PIPE. IF AN EXISTING 2" VALVE CAN NOT BE LOCATED, THE CONTRACTOR SHALL CUT AND CAP THE PIPE. PROVIDE PATCH TO REPAIR DRIVEWAY.
5. AT EACH METEOR, A NEW WATER SERVICE PIPE CONNECTION SHALL CONSIST OF 1" DRO POLYETHYLENE TUBING, DOUBLE STAMP SADDLE, 1" CORPORATION STOP AND 1" BALL VALVE (CURB STOP) PLACED AT THE END OF THE NEW SERVICE PIPE AT THE METEOR BOX. CONTRACTOR SHALL MAKE CONNECTION TO THE EXISTING METEOR STOP. VPO CLEARANCE HAS BEEN OBTAINED. FOR METERS LOCATED AT THE OPPOSITE SIDE OF THE ROAD, THE 1" SERVICE PIPE SHALL BE PLACED INSIDE A 2" PVC SCH. 40R 3' HOE. SLEEVES. THE VALVE SHALL BE INSTALLED BY ORIGINAL CONTRACTOR.
6. DIRECTIONAL DRILL SHALL BE INSTALLED AT A MAXIMUM DEPTH OF FIVE TO SIX FEET. MEASUREMENT OF LENGTH FOR PAYMENT OF DIRECTIONAL DRILLS SHALL BE ALONG THE GROUND SURFACE.
7. CONCRETE SIDEWALK SHALL MATCH EXISTING THICKNESS ± 4" MIN. CONCRETE SHALL BE 3000 PSI AND REINFORCED WITH COMMERCIAL GRADE FIBERESH. LIMIT OF REMOVAL AND REPLACEMENT SHALL BE 8" WIDE (4 FT ON EITHER SIDE OF PIPE). INSTALL 2" CUT JOINT MATERIAL.
8. PROVIDE STAINLESS STEEL INSERTS AT ALL LOCATIONS WHERE GATE VALVES AND HYDRANT ASSEMBLIES ARE CONNECTED TO HOPE.
9. NUMBER OF NEW SERVICES ON PONSSETTIA DRIVE (THIS SHEET) IS 22.
10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF OREGON BEACH TO LOCATE ANY HIDDEN OR NOT LOCATED WATER METERS. ANY METERS THAT ARE LOCATED AT THE HOUSE OR MORE THAN 5' FROM THE PROPERTY LINE SHALL BE RELOCATED BY A LICENSED PLUMBER.
11. MAXIMUM NUMBER OF DRIVEWAYS THAT MAY BE TEMPORARILY CLOSED WHILE HOD IS IN OPERATION IS 12.



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DESIGNED SRS	VERTICAL:	
CHECKED CHH	NA	
PROJ. MGR. CHH		
STATUS: ISSUED FOR BIDDING NOT FOR CONSTRUCTION		



PROJ. START DATE: APRIL 2021	SCALE	C02.3 DRAWING NUMBER C REVISION
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DRAWN DMP	AS SHOWN	
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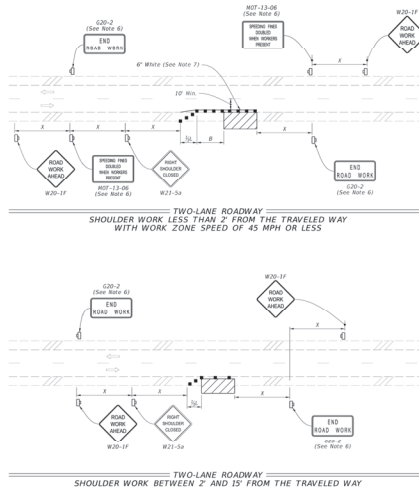
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NOT FOR CONSTRUCTION



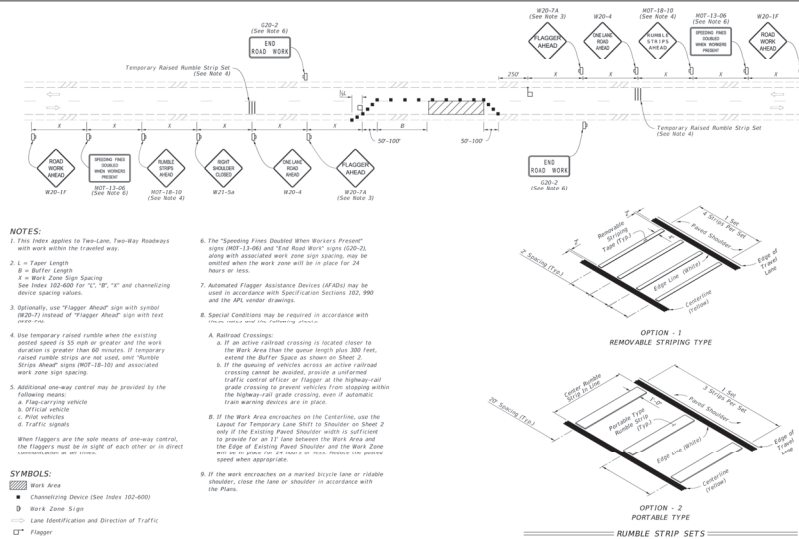
3. This Index applies to Two-Lane, Two-Way and Highway Roadways, including Right-of-Way and Interchanges.
4. L = Total Length
5. S = Shoulder Width or Spacing
6. B = Buffer Length
7. See Table 100-400 for C , "in", "yd" and "feet" for determining spacing value.
8. For incidental work in, moving or along right-of-way, only the Road Width Above sign is required.
9. When 10 or more motor vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work zone), the work zone shall be extended to accommodate work vehicle ingress and egress.
10. For work less than two feet from the traveled way, work zone speed is greater than 45 MPH, use a Double Work Zone.
11. The "Speeding Fines Dashed When Markers" sign shall be used in conjunction with Work Signs (C20-2) along with the associated work zone sign spacing and advance warning sign spacing. The temperature condition is in place for 24 hours.
12. Temporary personnel markings may be utilized when the work zone is in place for 3 days or less.
13. If the work encounters an a marked intersection, the work zone, close the lane or shoulder as indicated with the Flare.
14. "No Shoulder Closure" signs (M21-5) shall be used in conjunction with the work zone signs and placed on the roadway.

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
- Lane Identification and Direction of Traffic



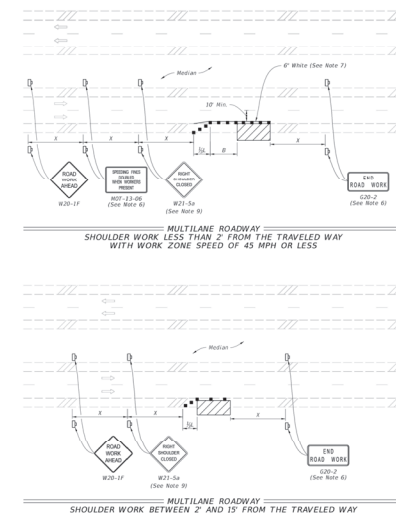
LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2
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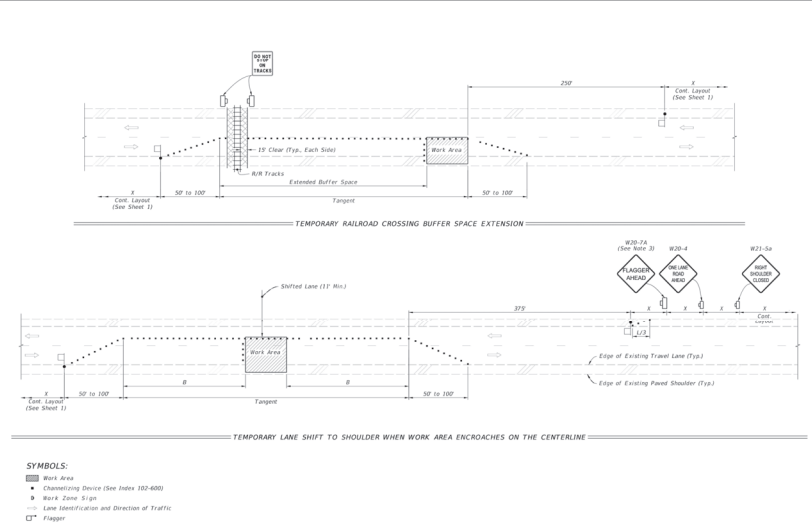
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-  Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



LAST REVISION: 11/01/20	DESCRIPTION:  FY 2021-22 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2
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LAST REVISION 11/01/20		DESCRIPTION:	 FY 2021-22 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 2
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REV	NO	DESCRIPTION	DATE
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S		90% SUBMITTAL	NOV. 2021
A		90% SUBMITTAL	JULY 2021

REVISIONS

CITY OF ORMOND
BEACH

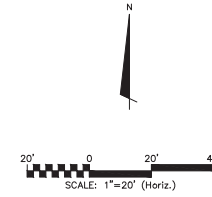
**2" WM REPLACEMENT NORTH PENINSULA -
PHASE 4**

MOT DETAILS

MAINTENANCE OF TRAFFIC DETAILS

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STATUS: ISSUED FOR BIDDING NOT FOR CONSTRUCTION		





MOT PLAN FOR WET TAP AT A1A AND
SILK OAKS DRIVE. (FDOT ROW)

REV. NO.	DESCRIPTION	DATE

MCKIM & CREED
 139 Executive Circle, Suite 201
 Daytona Beach, FL 32114-7102
 Phone: (386) 274-2828, Fax: (386) 274-1353
 CA Lic. No. 26588
 www.mckimcreed.com

CITY OF ORMOND BEACH

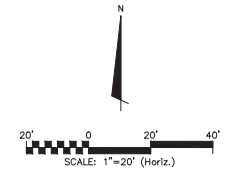
2" WM REPLACEMENT NORTH PENINSULA - PHASE 4

MOT DETAILS
MAINTENANCE OF TRAFFIC PLAN

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 MCE PROJ. # 01026-0137
 DRAWN: DMP
 DESIGNED: SRS
 CHECKED: CHN
 PROJ. MGR.: CHN

STATUS: ISSUED FOR BIDDING
 NOT FOR CONSTRUCTION

SCALE: T00.3
 HORIZONTAL: AS SHOWN
 VERTICAL: NA
 DRAWING NUMBER: C



PROJECT MANUAL 2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID NO. 2024-12



CITY OF ORMOND BEACH

PREPARED BY:

**McKim & Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114**

**M&C Project No. 010260137
SEPTEMBER 2023**

ISSUED FOR BID

**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4
Ormond Beach, Florida
Bid No. 2024-12**

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ISSUED FOR BID

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00100	Instruction to Bidders.....	1 - 9	
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	Sworn Statement	1 – 2	
00410	Bid Bond	1 - 1	

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TECHNICAL SPECIFICATIONS

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01027	Applications for Payment	1 - 3	CHH
01040	Coordination	1 - 1	CHH
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01050	Field Engineering.....	1 - 2	CHH
01065	Permits and Fees	1 - 1	CHH
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**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4
Ormond Beach, Florida
Bid No. 2024-12**

ISSUED FOR BID

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01500	Temporary Facilities and Controls.....	1 - 4	CHH
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01600	Materials and Equipment	1 - 4	CHH
01640	Substitutions and Product Options.....	1 - 2	CHH
01700	Contract Closeout.....	1 - 3	CHH
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**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4
Ormond Beach, Florida
Bid No. 2024-12**

ISSUED FOR BID

TABLE OF CONTENTS (Cont.)

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**SECTION 00005
CERTIFICATIONS PAGE**

CIVIL ENGINEER CERTIFICATION

PROJECT NUMBER: Bid No. 2024-12

I hereby certify that the Project Manual stated herein meets all applicable provisions of Section 471 of Florida Statutes and Chapters 61G15-18 to 37 of Florida Administrative Code. I also certify that I am a registered professional engineer in the State of Florida, in good standing, and that I have the necessary knowledge and experience that enables me to make this certification statement. Finally, I certify that the Drawings submitted with this Project Manual include all necessary notes and details to allow the Contractor to build the **2" WATER MAIN REPLACEMENT NORTH PENINSULA – PHASE 4**, to these engineering specifications and that the City Building Inspector can verify the construction.

Civil Engineer
Divisions 1, 2, 3 and 9
Professional Engineer's Seal:

Signature

Charles H. Hill, P.E., BCEE (#81509)
(print name)

Date

Address:
McKim & Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32137

Phone Number: 386-274-2828

END OF SECTION

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4, Bid No. 2024-12** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **WEDNESDAY, NOVEMBER 15, 2023 AT 2:00 P.M.** 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 the installation of approximately 8,100 linear feet of 8-inch HDPE and approximately 2,200 linear feet of 2-inch HDPE for directional drill; approximately 1,485 linear feet of 8-inch PVC; approximately 580 linear feet of 6-inch PVC water main; approximately 925 linear feet of 2-inch HDPE water main; all installed by open cut; valves, numerous connections, cut-ins, and fire hydrant assemblies; service pipe and casing; connection to existing meters; pavement repair and replacement; surface restoration and appurtenances.

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 **WEDNESDAY, OCTOBER 25, 2023 AT 10:00 A.M.**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **THURSDAY, NOVEMBER 9, 2023 AT 4:00 P.M.**

END OF SECTION

Revised 2/14/20

ADVERTISEMENT FOR BIDS

00030-1
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

Page 194 of 702

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:

McKim & Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114

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.

Revised 3/11/21

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

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

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids

Revised 3/11/21

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.

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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.

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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

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each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate

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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 102
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.

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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

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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

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**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-12

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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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 NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Mobilization / Demobilization (Maximum of 5% of Bid)	1	LS		
2	Survey and Layout	1	LS		
3	Remove Existing 2-inch Valve Box	32	EA		
4	Remove Existing Blow-Off Assembly	12	EA		
5	Abandon and Cap Existing 2-inch GSP Water Main	30,000	LF		
6	Furnish & Install Blow-Off Assembly	12	EA		
7	Furnish & Install Water Mains with Restrained Joints (Open Cut)				
	a. 8-inch PVC	865	LF		
	b. 6-Inch PVC	195	LF		
	c. 2-inch HDPE	900	LF		

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BID

00300-2
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
8	Furnish & Install Water Mains with Non-Restrained Joints (Open Cut)				
	a. 8-inch PVC	620	LF		
	b. 6-inch PVC	350	LF		
9	Furnish & Install HDPE Water Main by Horizontal Directional Drill				
	a. 8-inch	8,100	LF		
	b. 2-inch	2,575	LF		
10	Furnish & Install Short Side Water Service Pipe	305	EA		
11	Furnish & Install Long Side Water Service Pipe	270	EA		
12	Furnish & Install Compact Ductile Iron Fittings	0.84	TON		
13	Furnish & Install Valves and Valve Boxes				
	a. 8-inch Gate	6	EA		
	b. 6-inch Gate	3	EA		
14	Furnish & Install Fire Hydrant Assemblies	11	EA		
15	Remove Existing Fire Hydrant & Replace with New Hydrant	15	EA		
16	Cut-Ins and Connections to Existing Mains				
	a. 8-inch Cut-In for Valves	7	EA		
	b. 8-inch Cut-In for Fire Hydrant Assembly	8	EA		
	c. 8-inch x 8-inch Wet Tap	1	EA		
	d. 8-inch Wet Connection	3	EA		

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BID

00300-3
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
16	Cut-Ins and Connections to Existing Mains (CONT'D)				
	e. 8-inch x 2-inch Wet Tap	4	EA		
	f. 6-inch x 6-inch Wet Tap	5	EA		
	g. 6-inch Wet Connection	14	EA		
	h. 6-inch Cut-In for Valves	5	EA		
	i. 6-inch Cut-In for Fire Hydrant Assembly	12	EA		
	j. 6-inch x 2-inch Wet Tap	5	EA		
17	Connect to Existing Water Meters	493	EA		
18	Relocate Existing Water Meters up to Five (5) Feet from Property Line	38	EA		
19	Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line	72	EA		
20	Furnish & Install Sample Station	5	EA		
21	Pavement Removal and Replacement				
	a. Asphalt Road Patch	520	SY		
	b. Concrete Driveway/Parking Apron	400	SY		
	c. Gravel Driveway	110	SY		
	d. Concrete Sidewalk	170	SY		
	e. Concrete Curb and Gutter	230	LF		
	f. Mill & Resurface	1,985	SY		
22	Grout Fill Existing 6-inch Pipe	520	LF		

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BID

00300-4
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
23	Furnish & Install Thermoplastic Striping				
	a. Standard Double Yellow, Solid, 6-inch Wide	120	LF		
	b. Standard White, Solid, 18-inch Wide	16	LF		
24	Cleaning and Pigging of New Water Mains	1	LS		
25	Bacteriological Clearance	1	LS		
26	Erosion and Sedimentation Control	1	LS		
27	Sod Restoration	6,000	SY		
28	Surface Restoration	1	LS		
29	Maintenance of Traffic	1	LS		
30	Submit Certified "As-Built" Drawings	1	LS		

TOTAL BASE BID (Item Nos. 1-30)

\$ _____
 (Figures)

 (Words)

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BID

00300-5
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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 **330** calendar days after the date when the Contract Time commences to run, and completed within **360** calendar days after the date when the Contract Time commences to run.

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

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

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

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BID

00300-6
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers, NOT THE SUPPLIERS, 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>SECTION</u>	<u>ITEM</u>	<u>MANUFACTURER</u>
02616	Ductile Iron Pipe/Fittings	
02620	HDPE Pipe	
02623	PVC Pipe	
02640	Gate Valves	
02645	Fire Hydrants	

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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BID

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ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
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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: _____

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BID

00300-12
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
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

Revised 12/18/20

BID

00300-18
ISSUED FOR BID

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and if applicable, its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.122(1)(b), FLORIDA STATUTES, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 2a. 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods

or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below are true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ **[date]**

by _____ **[name and title]** of

_____ **[name of corporation]**, a _____

[state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known

to me or has produced _____ **[type of identification]** as identification and did (did

not) take an oath.

[notary]

**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 **2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4 (Bid No. 2024-12)** 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

BID BOND

**00410-1
ISSUED FOR BID**

**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 the installation of approximately 8,100 linear feet of 8-inch HDPE and approximately 2,200 linear feet of 2-inch HDPE for directional drill; approximately 1,485 linear feet of 8-inch PVC; approximately 580 linear feet of 6-inch PVC water main; approximately 925 linear feet of 2-inch HDPE water main; all installed by open cut; valves, numerous connections, cut-ins, and fire hydrant assemblies; service pipe and casing; connection to existing meters; pavement repair and replacement; surface restoration and appurtenances.

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

**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4
Bid No.: 2024-12**

Article 2. ENGINEER

The Project has been designed by McKim & Creed, Inc., 139 Executive Circle, Suite 201, Daytona Beach, FL 32114, 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 **330** 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 **360** 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 (\$500.00)** 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 6 , 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 37 , inclusive).
- 7.6 Supplementary Conditions (pages 1 to 8 , inclusive).
- 7.7 Specifications bearing the title:

**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4**

and consisting of 16 divisions, as listed in table of contents thereof.

- 7.8 Drawings, consisting of 41 sheets numbered G00.1 through G03.4; C00.1 through C02.6; T00.1 through T00.4, inclusive and bearing the following general title:

**2" WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4**

- 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 _____

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:

**2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4
Bid No.: 2024-12**

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.

Revised 9/11/15

PERFORMANCE BOND

**00610-1
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

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

Revised 9/11/15

PERFORMANCE BOND

**00610-2
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

**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:

**2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4
Bid No.: 2024-12**

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

Revised 9/11/15

PAYMENT BOND

**00615-1
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

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

Revised 9/11/15

PAYMENT BOND

**00615-2
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

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.

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- 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.

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- 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

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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,

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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

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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.

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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

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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.

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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

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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

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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.

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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

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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

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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.

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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

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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.

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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.

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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.

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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

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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.

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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.

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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

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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

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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.

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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

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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

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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.

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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

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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.

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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:

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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

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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

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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

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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,

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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

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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.

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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

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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 _____, 20____, 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 _____, 20_____.

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 _____, 20_____.

Notary Public in and for
said County and State

LIEN WAIVER

LW-1
ISSUED FOR BID

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:

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4 BID NO. 2024-12

The work consists of the installation of approximately 8,100 linear feet of 8-inch HDPE and approximately 2,200 linear feet of 2-inch HDPE for directional drill; approximately 1,485 linear feet of 8-inch PVC; approximately 580 linear feet of 6-inch PVC water main; approximately 925 linear feet of 2-inch HDPE water main; all installed by open cut; valves, numerous connections, cut-ins, and fire hydrant assemblies; service pipe and casing; connection to existing meters; pavement repair and replacement; surface restoration and appurtenances.

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.

Revised 1/5/16

SUMMARY OF WORK

**01010 - 1
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

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.

Revised 1/5/16

SUMMARY OF WORK

**01010 - 2
ISSUED FOR BID**

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) 252-4900
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Department	(386) 676-3255
Ormond Beach Police Department	(386) 677-0731
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (U. S. Postal Service)	(386) 676-9061
Volusia County School Board - Transportation	(386) 239-6360
Volusia County VOTRAN	(386) 756-7496 ext. 118

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

- A. 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

- A. 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.

1.03 MEASUREMENT STANDARDS

- A. All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

- A. 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.
- B. 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

- A. 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.
- B. 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

- A. 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:
 - 1. Clearing and grubbing (including disposal of material).
 - 2. Trench excavation, including necessary pavement removal and removal of

- vegetative surfaces.
- 3. Dewatering and disposal of surplus water.
- 4. Structural fill, backfill, and grading.
- 5. Replacement of unpaved roadways, grass and shrubbery plots, unless otherwise noted.
- 6. Cleanup.
- 7. Foundation and borrow materials, except as hereinafter specified.
- 8. Testing and placing system in operation.
- 9. Any material and equipment required to be installed and utilized for tests.
- 10. Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- 11. Appurtenant work as required for a complete and operable system.
- 12. Relocation and/or replacement of mailboxes disturbed by construction.
- 13. Furnishing adequate sanitary facilities for workers.
- 14. Supporting of existing utilities during construction.
- 15. Concrete encasement.
- 16. Shoring, sheeting, and worksite safety.
- 17. Field offices.
- 18. Job signs.
- 19. Power.
- 20. Rental and installation of dewatering equipment.

1.07 APPLICATIONS FOR PAYMENT

- A. 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

- A. 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.
- B. The following procedures shall be used in processing Change Orders:
 - 1. 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.
 - 2. 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.
 - 3. 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

BASE BID

Bid Item No. 1 – 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:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Contract Approval	25
10	50
25	75
50	90
100	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. 2 – 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.

Bid Item No. 3 – Remove Existing 2” Valve Box

Measurement. The quantity for payment shall be the actual number of valve boxes that are satisfactorily removed.

Payment. Payment of the applicable unit price for each valve box shall be full compensation for furnishing all plant, labor, materials and equipment necessary to remove the valve box, repair asphalt pavement, replace curb and gutter, replace concrete sidewalk, and/or backfill the area.

Bid Item No. 4 – Remove Existing Blow-Off Assembly

Measurement. The quantity for payment shall be the actual number of blow-off assemblies that are satisfactorily removed.

Payment. Payment of the applicable Unit Price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to remove the blow-off assembly, cap the existing main, and restore the area to its original condition.

Bid Item No. 5 – Abandon and Cap Existing 2” GSP Water Main

Measurement. The quantity for payment shall be the actual number of linear feet of 2-inch water main that satisfactorily capped and abandoned.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to abandon the 2-inch pipe by capping both ends once the new main has been tested and accepted by the Volusia County Health Department.

Bid Item No. 6 – Furnish and Install Blow-Off Assembly

Measurement. The quantity for payment shall be the actual number of blow-off assemblies that are that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the blowoff assembly according to the Detail Drawings and the Project Specifications.

Bid Item No. 7 – Furnish and Install Water Mains with Restrained Joints (Open Cut)

Measurement. The quantity for payment shall be the actual number of linear feet of pipe, of each size and type, that are satisfactorily furnished, installed and restrained, as measured along the horizontal length above the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items will not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the potable water main, including all restraining devices and constructing the main complete, including excavation of any type of material, exploratory pits, dewatering, bracing, shoring, sheeting, bedding and backfill and compaction; adjusting, supporting or replacement of existing utilities; disposal of spoil; hydrostatic testing; temporary blow-offs; polyethylene bagging and all other related and necessary materials, work, and equipment required to construct a complete and operable pipeline.

No separate payment shall be made for marker tapes or marker wire required to be installed with buried pipe.

Bid Item No. 8 – Furnish and Install Water Mains with Non-Restrained Joints (Open Cut)

Measurement. The quantity for payment shall be the actual number of linear feet of pipe, of each size and type, that are satisfactorily furnished and installed, as measured along the horizontal length above the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items will not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the potable water main and constructing the main complete, including excavation of any type of material, exploratory pits, dewatering, bracing, shoring, sheeting, bedding and backfill and compaction; adjusting, supporting or replacement of existing utilities; disposal of spoil; hydrostatic testing; temporary blow-offs; polyethylene bagging and all other related and necessary materials, work, and equipment required to construct a complete and operable pipeline.

No separate payment shall be made for marker tapes or marker wire required to be installed with buried pipe.

Bid Item No. 9 – Furnish and Install HDPE Watermain by Horizontal Directional Drill

Measurement. The quantity for payment shall be the actual number of linear feet of pipe, of each site, that are satisfactorily furnished and installed, as measured along the horizontal surface of the ground, without deduction for the length of valves or fittings.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the potable water main by the directional drill method. The cost for any type of sleeves, adapters, or insert fittings required for connection to other pipe materials shall be included within this pay item. Also included within this pay item shall be the cost to furnish and install three (3) locate tracing wires.

Bid Item No. 10 – Furnish and Install Short Side Water Service Pipe

Measurement. The quantity for payment shall be the actual number of short side service laterals that are satisfactorily furnished and installed from the new water main to the existing meter.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the service pipe. Included within this pay item shall be the cost to excavate to the new water main; make the tap into the new main; furnish and install the double-strap service saddle and corporation stop; furnish and install a 1-inch curb stop at the end of the service pipe and backfill to grade. The connection of the new service pipe to the existing meter shall be performed by the CONTRACTOR and is addressed in Bid Item Nos. 17, 18 and 19. Service pipe shall include locate tracing wire.

Bid Item No. 11 – Furnish and Install Long Side Water Service Pipe

Measurement. The quantity for payment shall be the actual number of long side service laterals that are satisfactorily furnished and installed from the new water main to the existing meter located across the street.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the service pipe within a casing by the directional drill method. Included in this pay item shall be the cost to excavate to the new water main; make the tap into the new main; furnish and install the double-strap service saddle and corporation stop; furnish and install 2" PVC or 3" HDPE casing material for the 1" HDPE service main; furnish and install a 1-inch curb stop at the end of the service pipe and backfill to grade. The connection of the new service pipe to the existing meter shall be performed by the CONTRACTOR and is addressed in Nos. 17, 18 and 19. Installation of the cased service main shall follow the detail drawing and shall include (2) locate tracing wires. Jetting of the casing pipe will not be allowed.

Bid Item No. 12 – Furnish and Install Compact Ductile Iron Fittings

Measurement. The quantity for payment shall be the number of tons, or decimal part thereof, of fittings satisfactorily furnished and installed. For fittings for use on pipe 48-inch nominal diameter and smaller, fitting weight shall be based on the theoretical weights of body castings, as shown in the tables listed in ANSI / AWWA C153 / A21.53, Standard for Ductile-Iron Compact Fittings. For those fittings not listed in ANSI/AWWA C153/A21.53, the fitting weight shall be based upon the theoretical weights of the body castings listed in ANSI/AWWA C110/A21.10, Standard for Ductile Iron and Gray Iron Fittings, latest edition.

Payment. Payment of the applicable price per ton shall be full compensation for furnishing all

plant, labor, materials and equipment necessary to furnish and install fittings. Cost for restrained joints shall be included in the unit price per linear foot for pipe. No separate payment shall be made for glands, gaskets, and bolts.

Bid Item No. 13 – Furnish and Install Valves and Valve Boxes

Measurement. The quantity for payment shall be the actual number of valves, of each size, that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price for each valve shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the valve complete with box and cover. The cost to construct the concrete pad around the valve box and the gravel support under the valve shall be included within this pay item.

Bid Item No. 14 – Furnish and Install Fire Hydrant Assemblies

Measurement. The quantity for payment shall be the actual number of fire hydrant assemblies that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the fire hydrant assembly. The assembly shall consist of the hydrant, hydrant tee, 6-inch isolation gate valve and box, 6-inch pipe between the tee and hydrant, pipe restraining devices, concrete shear block around the hydrant, blue reflective pavement marker in the roadway, and appropriate paint system.

Bid Item No. 15 – Remove Existing Fire Hydrant and Replace with New Hydrant

Measurement. The quantity for payment shall be the actual number of existing fire hydrants that are satisfactorily removed and replaced with a new fire hydrant.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to remove the existing fire hydrant and replace it with a new fire hydrant according to the Detail Drawings of this project. Also included shall be the cost to paint the hydrant and any sod for restoration.

Bid Item No. 16 – Cut-ins and Connections to Existing Mains

Measurement. The quantity for payment shall be the number of cut-ins or connections satisfactorily completed. Type of cut-ins or connections will be identified and paid for on the following basis:

Type a. Wet Tap Connection. Connection made with a tapping sleeve and tapping valve, tapping saddle and corporation stop, by use of a wet tapping machine: Measurement based upon nominal diameter of main to which tap is made and nominal diameter of branch.

Payment. Payment will be made at the Contract Unit Price for each size. Such price and payment shall be full compensation for furnishing and installing the tapping sleeve/tapping saddle, tapping valve/corporation stop and valve box, and making the tap or cut into the existing main. Other pipe fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item.

Type b. Dry Connection. Connection made to existing pipe or fitting by removing a plug or cap and connecting to an existing connection. Measurement shall be based upon the size of the main to which the connection is made.

Payment. Payment shall be made at the Contract Unit Price for each size connection. Such price

and payment shall be full compensation for isolating, draining, removing existing plugs or caps and making the new connection. Other valves, pipe and fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item.

Type c. Wet Connection. Connection made to an existing pipe or fitting by removing a plug or cap and connection to an existing opening in the main where existing valves are remote from the site of the connection. Measurement shall be based upon the size of the main to which the connection is made.

Payment. Payment shall be made at the applicable unit price for each size connection. Such price and payment shall be full compensation for isolating, draining, removing existing plugs or caps, and making the new connection. Valves, pipe, and fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item.

Type d. Cut-in Connection. Cut-in made by cutting the main, installing a fitting valve, or both, and reconnecting the main by means of additional pipe, fittings or sleeves. Measurement shall be based upon the size of main into which the fitting or valve is inserted.

Payment. Payment shall be paid at the Contract Unit Price for each size. Such price and payment shall be full compensation for furnishing and installing the cut-in fitting sleeve, valve and valve box, or both the tee fitting and valve for cutting in a fire hydrant, and making the cut into the existing main. Pipe fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item.

Type e. Cut and Cap/Plug. Cut-in made by cutting the main, installing a cap or plug, with restraint, and abandoning the existing main in place. Measurement shall be based upon the size of main which is cut and capped/plugged.

Payment. Payment shall be made at the Contract Unit Price for each size. Such price and payment shall be full compensation furnishing and installing the plug, or cap, with restraint, and abandoning the existing main in place.

Type f. Special Connection. Connection made to an existing pipe in accordance with details shown for a specific connection.

Payment. Payment shall be made at the Contract Unit Price for all pipe, fittings, valves, and making the connection within the limits of work shown on the drawings.

Bid Item No. 17 – Connect to Existing Water Meters

Measurement. The quantity for payment shall be the actual number of connections made to existing water meters with new 1-inch service piping.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to connect the 1-inch poly service piping to the existing meter and the existing service pipe to the opposite side of the existing meter. The CONTRACTOR is directed to Index Drawing W-3 shown in the Detail Drawings. No connections shall be made until the new system has been tested, chlorinated, and approved by the Volusia County Health Department. Also included within this pay item shall be the cost to install a City-furnished meter box.

Bid Item No. 18 – Relocate Existing Water Meters up to Five (5) Feet from Property Line

Measurement. The quantity for payment shall be the actual number of water meters that are relocated to the property line, that do not exceed five (5) feet from the line.

Payment. Payment of the applicable Unit Price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to relocate the existing meter to the property line. Also included within this pay item shall be the cost to furnish and install any service pipe required to connect the meter to the point where the existing meter was located between the property line and residence up to a maximum of five (5) feet. Any meters beyond 5 feet from the property line shall follow the criteria in Bid Item No. 19.

Bid Item No. 19 – Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line

Measurement. The quantity for payment shall be the actual number of water meters that are relocated to the property line that exceed five (5) feet from the line.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to relocate the existing meter to the property line and to install new service pipe in private property from the existing meter location to the property line. The CONTRACTOR shall retain the services of a licensed and insured plumber to perform the work within private property. Any restoration shall be paid for by the appropriate Bid Item.

Bid Item No. 20 – Furnish & Install Sample Station

Measurement. The quantity for payment shall be the actual number of sample stations that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the sample station at the locations shown on the Drawings and according to Detail Drawing W-20.

Bid Item No. 21 – Pavement Removal and Replacement

General: For purposes of payment under this paragraph, the following shall apply:

1. Pavement classification shall be based upon the type of surface, or if special details are shown, in accordance with the Details.
2. Pavement replacement shall include earth/flowable fill backfill, stabilized subgrade, base, prime and tack coat, and asphalt wearing course.
3. Concrete driveways six inches (6") or greater in thickness, or of any thickness if reinforced, shall be considered as concrete pavement.
4. No differentiation shall be made between types of concrete curbs, curbs and gutters, and valley gutters.
5. No payment shall be made under this item for pavement replacement within the limits of highway crossings or special crossing lump sum pay items.
6. The asphaltic concrete driveways shall include six inches (6") of limerock or crushed concrete material.
7. Gravel driveways shall be replaced with washed No. 57 rock. Thickness shall match existing or 3 inches, whichever is greater.
8. Sidewalks shall match existing thickness or four inches (4"), whichever is greater. Contraction and expansion joint spacing shall match existing.

Measurement. The quantity for payment shall be the actual number of square yards of pavement, of each type, acceptably replaced, measured along the centerline of the trench and of the actual width of pavement replaced within the following limitations:

1. Potable Water Mains – Maximum width eight feet (8') or as shown on the Drawings.
2. Where special details require widths in excess of the specified amounts, payment will be made for the added width within the limits as shown on the details.
3. Measurement for lengths at intersections will be from the edge of the main trench allowance.
4. The maximum width of pavement overlay shall be the width shown on the Drawings.

Payment. Payment for pavement, driveway or sidewalk replacement shall be made at the applicable unit price per square yard for the actual quantity of each item satisfactorily replaced. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment, and incidentals and constructing the applicable item, including cleanup. Payment for concrete curb and gutter shall be made at the applicable price per linear foot.

Bid Item No. 22 – Grout Fill Existing 6-inch Pipe

Measurement. The quantity for payment shall be the actual number of linear feet of 6-inch pipe that are satisfactorily filled with grout.

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to pressure grout the 6-inch pipe shown to be pressure grouted on the Drawings. All devices required for the successful completion of the pressure grouting shall be included in this Pay Item.

Bid Item No. 23 – Furnish and Install Thermoplastic Striping

Measurement. The quantity for payment shall be the actual number of linear feet of striping that are satisfactorily furnished and installed.

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the striping at the locations shown and according to the associated FDOT Item Nos.

Bid Item No. 24 – Cleaning and Pigging of New Water Mains

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to provide cleaning and pigging of all new water mains as shown on the Drawings and described in the Specifications.

Bid Item No. 25 – Bacteriological Clearance

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to obtain bacteriological clearance of the potable water mains. Such clearance shall follow the criteria found within Section 02650 of these Specifications. Sample locations shall be those listed in the Volusia County Health Department construction permit.

Bid Item No. 26 – Erosion and Sedimentation 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 and sedimentation control called out in the specifications and as shown on the detail Drawings of this set.

Bid Item No. 27 – Sod Restoration

Measurement. The quantity for payment shall be the actual number of square yards of sod that are satisfactorily replaced along all areas of watermain that are installed by open cut.

Payment. Payment of the applicable unit price shall be full compensation for all plant, labor, materials and equipment necessary to replace the sod along the areas of watermain that are installed by open cut. Limits shall generally be within right-of-way to edge of pavement and between driveways. All areas disturbed by construction activities shall be sodded. Sod shall be replaced in accordance with Section 02938. Payment shall include watering and maintenance until the project is complete and certified. Dead or insect-infested sod shall be replaced by the CONTRACTOR at no cost to the CITY if damage occurs up to the time the project is accepted.

Bid Item No. 28 – Surface Restoration

Payment. Payment of the applicable lump sum price shall be full compensation for all plant, labor, materials and equipment necessary for completion of the project, excluding pavement and sod replacement, which shall be paid for as separate Bid Items. Work shall include all surface restoration within the project area including repair and replacement of residential sprinkler system piping and sprinkler heads disturbed by construction; replacement or transplanting of landscape trees, shrubs, bushes, flowers, garden plants, lawn, rock, decorative borders; mailboxes; yard lights or retaining walls and removal and replacement of any wooden, metal or plastic fencing.

Bid Item No. 29 – Maintenance of Traffic

Payment. Payment of the applicable lump sum shall be full compensation for furnishing all plant, labor, materials and equipment necessary to provide the Maintenance of Traffic (MOT) required as part of any permit and to provide all other maintenance of traffic required as shown on the Drawings.

Bid Item No. 30 – 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 01720, Paragraph 1.04, which addresses the requirements for maintaining up-to-date “as-built” Drawings. Final payment will be withheld until an acceptable set of “As-Built” drawings are delivered to the CITY.

END OF SECTION

SECTION 01027 – APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.
 - 4. Change Orders (numbers) that affect value.
 - 5. Dollar value.
 - 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
 - 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 - 5. Submittal Schedule (preliminary if not final).
 - 6. List of CONTRACTOR'S staff assignments.
 - 7. Copies of building permits.
 - 8. Copies of licenses from governing authorities.
 - 9. Certificates of insurance and insurance policies.
 - 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.

- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01040 – COORDINATION

PART 1 – GENERAL

1.01 PROJECT COORDINATION

- A. The CONTRACTOR shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:
1. The work of subcontractors.
 2. The flow of material and equipment from suppliers.
 3. The effort of equipment manufacturers during test and checkout.
 4. Interrelated work with public utilities companies.
 5. The interrelated work with the OWNER where tie-ins to existing facilities are required.
 6. The effort of independent testing agencies.

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 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 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01045 – CUTTING AND PATCHING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover Work to provide for installation, inspection, or both, or ill -timed work.
 - 3. Rework existing items to provide for new construction.

1.02 QUALITY ASSURANCE

- A. Perform all cutting and patching in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the ENGINEER'S written direction.

1.03 SUBMITTALS

- A. Request for ENGINEER'S Consent
 - 1. Prior to cutting any item which affects structural safety, submit written request to the ENGINEER for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the ENGINEER and secure his written permission prior to proceeding.
- B. Notice to the ENGINEER
 - 1. Submit written notice to the ENGINEER designating time the Work will be uncovered to provide for the ENGINEER'S observation.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials used in the replacement of existing work and the construction of work in conjunction with cutting and patching shall be new unless prior approval from the ENGINEER has been obtained to re-use existing materials.

2.02 FABRICATION

- A. The materials and methods used in the fabrication of items required under this section shall comply with the individual sections of this specification that have to do with new construction.

PART 3 –EXECUTION

3.01 CONDITIONS

- A. Examination: Examine existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching. After uncovering the Work, inspect conditions affecting installation of the new Work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the ENGINEER and secure needed directions.
2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 PREPARATION PRIOR TO CUTTING

- A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work, and personal protective clothing and/or equipment of CONTRACTOR'S workers.

3.03 PERFORMANCE

- A. Perform all required excavating and backfilling as required under pertinent Sections of these Specifications. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and will provide proper surfaces to receive installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01050 – FIELD ENGINEERING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Provide field engineering service for project as indicated on Drawings and specified in this Section.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Florida Registered Engineer or Land Surveyor.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points are designated on Drawings. All elevations are referred to NGVD 1988. Establish all vertical and horizontal controls required for construction.
- B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.
 - 1. Make no changes or relocations of such points without prior written notice to ENGINEER.
 - 2. Report to ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.
 - 4. ENGINEER will identify existing control points and properly line corner stakes indicated on Drawings, as required.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrument and similar appropriate means.
 - 1. Site improvements.
 - 2. Building foundation, column locations, floor levels and roof levels.
 - 3. Controlling lines and levels required for mechanical and electrical trades.
- C. Verify layouts by same methods from time to time.

1.05 RECORDS

- A. Maintain a complete, accurate log of control and survey work as it progresses.
- B. On completion of foundations and major site improvements, prepare a certified survey showing finished dimensions, locations, angles and elevations of construction.

1.06 SUBMITTALS

- A. Submit name and address of surveyor or professional engineer to ENGINEER.
- B. On request of ENGINEER, submit documentation to verify accuracy of field survey work.
- C. Submit certificate signed and sealed by a State of Florida Registered Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 – PERMITS AND FEES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Obtain and pay for all permits and licenses including, but not limited to, all construction and Right-of-Way utilization permits.
- B. Permits by CONTRACTOR: CONTRACTOR will apply for and OWNER will pay for the following permits:
 - City of Ormond Beach Building Permit and/or Driveway Permit (if applicable)
- C. Permits by CONTRACTOR: CONTRACTOR will apply for and CONTRACTOR will pay for the following permits:
 - St. Johns River Water Management District Dewatering Permit (if applicable)
- D. Permits by OWNER: The OWNER has applied and paid for the following permits:
 - Volusia County Health Department
 - Volusia County Use Permit
- E. Copies of the permits obtained by the OWNER are attached as an Appendix or will be distributed at the Pre-Construction Conference.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01070 – CODES, REFERENCES AND ABBREVIATIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Referenced standards and abbreviations.

1.02 REFERENCED STANDARDS

- A. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

1.03 ABBREVIATIONS

The following are definitions of abbreviations used within the Project Manual:

AA	Aluminum Association, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWMA	Aluminum Window Manufacturer's Association
AWPA	American Wood Preserves Association

AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
CPSC	U.S. Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards and National Bureau of Standards
FBC	Florida Building Code
FM	Factory Mutual Research Corp.
FS	Federal Specifications
FS	Florida Statutes
GA	Gypsum Association
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronic Engineers
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NCMA	National Concrete Masonry Association
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFiPA	National Fire Protection Association
NFoPA	National Forest Products Association
NSF	National Sanitation Foundation
PCA	Portland Cement Association
PCI	Precast Prestressed Concrete Institute
PS	Product Standards National Institute of Standards and Technology
SDI	Steel Door Institute

SJI	Steel Joist Institute
SMACCNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SSPC	Structural Steel Painting Council
UL	Underwriters Laboratories, Inc.

1.04 CODES AND GOVERNMENTAL DEPARTMENTS

CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FAC	Florida Administrative Code
NEC	National Electric Code (Published by NFIPA)
OSHA	Occupational Safety and Health Act

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100 – SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 PUBLIC NUISANCE

- A. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the OWNER shall not exceed 50 dBA from 7:00 P.M. to 7:00 A.M. or 60 dBA from 7:00 A.M. to 7:00 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the OWNER for excessive noise shall not relieve the CONTRACTOR of the other portions of this Specification including, but not limited to, completion dates and bid amounts.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 SUSPENSION OF WORK

- A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the OWNER as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the OWNER shall so direct, rubbish and surplus materials shall be removed.

1.03 SPECIAL REQUIREMENTS

- A. The following requirements shall govern:
 - 1. No additional payment will be made for pumping or other difficulties encountered due to water.
 - 2. The CONTRACTOR shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the OWNER and make arrangements for the interruption which will be satisfactory to the OWNER.
 - 3. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the OWNER. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in a temporary, structurally rigid, watertight enclosure.
 - 4. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The CONTRACTOR hereby distinctly agrees that the OWNER is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; and that consideration for equitable

compensation will be made for conditions materially different from those shown on the Drawings, as determined by the OWNER.

1.04 JURISDICTIONAL DISPUTES

- A. It shall be the responsibility of the CONTRACTOR to pay all costs that may be required to perform any of the work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.05 PUMPING

- A. The CONTRACTOR, with his own equipment, shall do all pumping necessary to prevent flotation of any part of the structures during construction operations.
- B. The CONTRACTOR shall, for the duration of the Contract and with his own equipment, pump out water which may seep or leak into the structures. Operating areas shall be kept dry at all times. The extent of pumping required in non-operating areas shall be determined by the ENGINEER.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 – PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Project meetings shall be scheduled as needed throughout the progress of the work. The ENGINEER or the CONTRACTOR shall be responsible for scheduling the meetings, preparing the agenda, distributing written notice of each meeting not less than four days in advance of the meeting date, making physical arrangements for the meeting, presiding at the meeting, recording the minutes (including all significant proceedings and decisions), and reproducing and distributing copies of the minutes to all participants and all parties affected by decisions made.
- B. Representatives attending the meetings shall be qualified and authorized to act on behalf of the entity that they represent.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction conference will be held prior to beginning any work under the Contract. ENGINEER will schedule the conference in consultation with OWNER and CONTRACTOR.
- B. CONTRACTOR shall be ready to submit his anticipated progress schedule, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of work.
- C. The pre-construction conference will be attended by representatives of OWNER, ENGINEER, utility companies who will be affected by the work, County and State personnel, and such of CONTRACTOR'S subcontractors as he wishes to attend.

1.03 PROGRESS MEETINGS

- A. Regular progress meetings shall be held during the construction period. At these meetings the CONTRACTOR shall submit any updated progress schedules, advise OWNER and ENGINEER of any anticipated delays or problems in the progress of the work, and discuss any problems or events which affect the progress.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01310 – ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Meetings, construction progress documentation, submittals, record documents.

1.02 PRECONSTRUCTION CONFERENCE

- A. The OWNER will schedule a preconstruction conference prior to beginning the Work to review shop drawing procedures, submittal requirements, and construction administration requirements (project coordination and communication). The CONTRACTOR shall bring to the preconstruction conference the proposed construction schedule, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of work. All will be reviewed with the OWNER during the meeting.

1.03 PROGRESS MEETINGS

- A. The frequency of progress meetings shall be determined during the preconstruction conference. As a minimum, progress meetings shall be held once per month during construction.
- B. The CONTRACTOR and OWNER shall attend the progress meetings.

1.04 PROGRESS SCHEDULES AND REPORTS

- A. 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 value of the work. Include sub-schedules of related activities which are essential to its progress.
- B. Revised schedules shall be submitted periodically as changes become apparent.
- C. 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.
- D. 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.
- E. 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.

1.05 SCHEDULE OF VALUES

- A. At least 10 days prior to submitting the first Application for a progress payment, the CONTRACTOR shall submit to the ENGINEER a schedule of values of the work. This schedule shall be satisfactory in form and substance to the ENGINEER. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into the form of Application for Payment discussed and agreed upon at the preconstruction conference.
- B. 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.

1.06 DEFINITIONS

- A. Shop Drawings: Shop drawings are original drawings, prepared by the CONTRACTOR, a subcontractor, supplier, or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings.
- B. Product Data: Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.
- C. Samples: Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.
- D. Miscellaneous Submittals: 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.

1.07 SUBMITTAL REQUIREMENTS

- A. Prior to submission, thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents. Verify all field measurements, quantities, dimensions, specified performance criteria, fabrication, shipping, handling, storage, assembly, installation, and safety requirements.
- B. Coordinate the submittals with the requirements for other related work.
- C. Notify the ENGINEER, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Document. The CONTRACTOR'S responsibility for

deviations in submittals from the requirements of the Contract Documents is not relieved by the ENGINEER'S review of submittals, unless the ENGINEER gives written acceptance of specific deviations.

- D. Submit at least six (6) copies of each shop drawing and product data. The specific number of copies required of all submittals will be determined during the preconstruction meeting. Submit the number of samples indicated in the individual Specification Sections.
- E. Where a specific product manufacturer and model number is listed in individual specification sections and is proposed by the CONTRACTOR to be used, full submittal of product data is not required. In this case, submit in letter format the name of the product, manufacturer, model number, specification section, and name of project. Certify the identified product is proposed to be used in the project.
- F. Shop drawings, product data, and samples shall be accompanied by a letter of transmittal referring to the name of the project and to the specification page number and/or Drawing number for identification of each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
- G. Submittals shall bear the CONTRACTOR'S stamp of approval certifying that they have been checked and indicate appropriate specification section and/or drawing location. Submittals without the CONTRACTOR'S initialed or signed certification stamp and submittals which, in the ENGINEER'S opinion, are incomplete, contain numerous errors or have not been properly checked, will be returned unchecked by the ENGINEER for resubmission.
- H. Begin no work which requires submittals until return of submittals with ENGINEER stamp and initials or signature indicating the submittal has been approved.
- I. 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.
 - 2. Special casings.
- J. In addition to the above, the manufacturer shall submit through the CONTRACTOR copies of the results of the tests performed by an independent laboratory that demonstrate compliance with the reference specification for:
 - 1. Ductile iron pipe
 - 2. Casing pipe
 - 3. PVC pipe
 - 4. Asphaltic materials

1.08 ENGINEER'S REVIEW OF SUBMITTALS

- A. ENGINEER'S review and approval of submittals will not extend to means, methods, techniques, sequences, procedures of construction, or to safety precautions.
- B. The review and approval of a separate item will not indicate approval of the assembly in which the item functions. ENGINEER'S review and approval of submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents.

- C. The ENGINEER will review submittals with reasonable promptness. The ENGINEER'S review of submittals shall not be construed as a complete check and shall not relieve the CONTRACTOR from responsibility for complete compliance with the Contract requirements.
- D. No corrections, changes, or deviations indicated on submittals reviewed by the ENGINEER shall be considered as a change order.
- E. Where review of submittals is required by the Owner of other agencies, the ENGINEER will forward the appropriate submittal(s) to these parties after ENGINEER review. Once review of all parties is complete, the submittal(s) will be returned to the CONTRACTOR reflecting the review of all parties.
- F. If the submittal is not satisfactory, one copy of the submitted item will be retained by the ENGINEER and all other copies returned to the CONTRACTOR for appropriate action.
- G. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the CONTRACTOR will be charged one-half of the cost incurred by the ENGINEER for the review of the third submittal. The CONTRACTOR shall bear the total cost incurred by the ENGINEER for all subsequent reviews. The ENGINEER costs charged to the CONTRACTOR will be at the cost plus rate generally charged by the ENGINEER and will be deducted by the OWNER from payments due to the CONTRACTOR.
- H. Distribution of copies of acceptable submittals will be as mutually determined by the CONTRACTOR, OWNER, and ENGINEER on an individual item basis during or following the preconstruction conference.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01390 - COLOR VIDEO-AUDIO PRE-CONSTRUCTION RECORD

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Prior to commencing the Work, the CONTRACTOR shall have a continuous color audio-video digital recording taken (1) along the entire length of the Project or (2) within the confines of a treatment plant, to serve as a record of pre-construction conditions.

1.02 APPROVAL

- A. No construction shall begin prior to review and approval of the audio-video DVD recording covering the Project by the OWNER. The OWNER shall have the authority to reject all or any portion of the audio-video DVD recordings not conforming to specifications and order that it be redone at no additional charge.
- B. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified. The OWNER shall designate those areas, if any, to be omitted from or added to the audio-video coverage.
- C. The DVD recordings shall not be made more than thirty (30) days prior to construction in any area. All DVD's and written records shall become property of the OWNER.

1.03 PROFESSIONAL VIDEOGRAPHERS

- A. The CONTRACTOR shall engage the services of a professional videographer. The color audio-video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation.
- B. The videographer shall furnish to the OWNER, a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information.
- C. The videographer shall furnish the OWNER with additional information including the names and addresses of two references that the videographer has performed color audio-video recordings for projects of a similar nature within the last twelve (12) months.

1.04 PHOTOGRAPHS OF LINE WORK

- A. The CONTRACTOR shall make provision at his expense for photographs to be taken just prior to construction and for unusual conditions during construction. The photographs shall show pertinent physical features along the line of construction prior to start of construction. Two 4-inch x 6-inch prints of all pictures shall be furnished to the OWNER's representative.

PART 2 – PRODUCTS

2.01 COLOR PRINTS

- A. Paper:

1. Double Weight
2. Finish: Smooth Surface, Glossy
3. Size: 8-inch x 10-inch

B. Identify Each Print on Back, Listing:

1. Name of Project
2. Orientation of View
3. Date and Time of Exposure
4. Name and Address of Photographer

2.02 DVD's

- A. Audio-video DVD's shall be new. The DVD used for the recordings shall be professional quality 12 cm color DVD media that conforms to either DVD-R or DVD+R recording standards using high quality DVD video and audio bitrates. Reprocessed disks will not be acceptable. The recorded DVD's shall be compatible for playback with any standard DVD-R or DVD+R player.

PART 3 – EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation
- B. Correct Exposure and Focus
1. High resolution and sharpness.
 2. Maximum depth of field.
 3. Minimum distortion

3.02 DELIVERY OF PRINTS

- A. Deliver prints to ENGINEER to accompany each Application for Payment.

3.03 EQUIPMENT

- A. All equipment, accessories, materials, and labor to perform this service shall be furnished by the CONTRACTOR or professional videographer.
- B. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the Project as well as those more subjective requirements of high quality audio and video production. The video portion of the recording shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion.
- C. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be more than ten feet (10'). In some instances, audio-video recording coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the OWNER.
- D. The color video camera used in the recording system shall record the color signal with a

minimum horizontal resolution of 350 lines, a luminance signal to noise ratio of 45 dB, and a minimum illumination requirement of 25-foot candles.

3.04 RECORDED INFORMATION - AUDIO

- A. Each DVD shall begin with the current date, project name and be followed by the general location, i.e., viewing side and direction of progress. The audio tract shall consist of an original live recording. The recording shall contain the narrative commentary of the videographer, recorded simultaneously with its fixed elevation video record of the zone of influence of construction.
- B. The OWNER reserves the right to supplement the audio portion of the recording as deemed necessary. A representative of the OWNER shall be selected to provide such narrative.

3.05 RECORDED INFORMATION - VIDEO

- A. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording.
- B. All DVD's and their storage cases shall be identified by DVD index number, project title, and general project location. Each DVD shall have a log of that recording's contents displayed on the storage case of each DVD. The log shall describe the various segments of coverage contained on that DVD in terms of the names of streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.06 LIGHTING

- A. All recordings shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3.07 SPEED OF TRAVEL

- A. The rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 440 feet per minute (5 mph). Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.08 AREA OF COVERAGE

- A. Recordings shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, buildings, vaults, concrete pads, fences, signs, and headwalls within the area covered.

END OF SECTION

SECTION 01400 – QUALITY CONTROL

PART 1 – GENERAL

1.01 TESTING LABORATORY SERVICES

- A. Arrangements for testing laboratory services will be made by CONTRACTOR. Payment for testing to show compliance with specified requirements will be paid for by CONTRACTOR. The cost of retesting when materials and workmanship fail to meet specified requirements will be deducted from monies due CONTRACTOR.

1.02 LABORATORY STANDARDS

- A. Testing laboratories shall conform to the applicable requirements of ASTM E329-77, STANDARD RECOMMENDED PRACTICE FOR INSPECTION AND TESTING AGENCIES FOR CONCRETE, STEEL AND BITUMINOUS MATERIALS AS USED IN CONSTRUCTION, LATEST EDITION, and shall be inspected and approved by the ELF/FC&PA Joint Technical Committee, Inc., or by an equivalent recognized national authority.
- B. Agents of testing laboratories performing field sampling and field testing of concrete shall be certified by the American Concrete Institute as Concrete Field Testing Technicians Grade 1 or by an equivalent recognized national authority for an equivalent level of competence, or shall be licensed Professional Engineers.

1.03 ACCESS FOR INSPECTION

- A. OWNER, ENGINEER and their authorized representatives shall be permitted free access and every reasonable facility for the inspection of all Work, materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment and other relevant data and records.
- B. Authorized representatives of Federal, State or local agencies shall be permitted access to inspect for compliance with applicable laws, regulations and permit requirements.

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

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.

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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.

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.

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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.

Revised 9/23/2022

TEMPORARY FACILITIES AND CONTROLS

**01500 - 3
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

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

Revised 9/23/2022

TEMPORARY FACILITIES AND CONTROLS

**01500 - 4
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

SECTION 01568 – EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. In addition to the requirements of Division 1 and Section 02200:
 - 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.

1.02 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.

1.03 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.

1.04 START OF WORK

- A. Do not start work until erosion control measures are in place.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Silt Barriers
 - 1. Two (2) types of silt barriers shall be installed in accordance with the plans: silt barriers installed on the ground, and floating silt barriers.
 - 2. Silt barriers (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 OWNER.
 - 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 530-3.3 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

PART 3 – EXECUTION

3.01 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.

3.02 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 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- c. Minimum thickness of rip-rap layer is two feet (2').

3.03 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.

3.04 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.

3.05 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.

3.06 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 OWNER. If the CONTRACTOR fails to repair or replace the items as above, the OWNER shall have the right to stop work without additional cost to the OWNER 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 OWNER.
- D. At the completion of all work, the silt barriers and the temporary fences will be removed unless otherwise directed by the OWNER.
- 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.

3.07 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 OWNER. No operations within non-permitted wetlands or upland buffers are allowed.

3.08 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 01570 – TRAFFIC REGULATION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic/through and adjacent to the construction site areas.

1.02 REFERENCE STANDARDS

A. General

1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.

B. Florida Department of Transportation (FDOT) Standards

1. USDOT Manual on Uniform Traffic Control Devices (MUTCD)
2. FDOT Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
3. FDOT Standard Specifications for Road and Bridge Construction.
4. FDOT Roadway and Traffic Design Standards, latest Edition.

1.03 NOTIFICATION OF STREET CLOSURE

- A. The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

- B. **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 72 hours prior to actual closure.**

- C. 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) 252-4900
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Department	(386) 676-3255
Ormond Beach Police Department	(386) 677-0731
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (U. S. Postal Service)	(386) 676-9061
Volusia County School Board - Transportation	(386) 239-6360
Volusia County VOTRAN	(386) 756-7496 ext. 118

- D. If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 257-6017
Volusia County Emergency Management	(386) 258-4088
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol (Volusia County)	(386) 736-5350

- E. 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 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.

1.04 SUBMITTALS

- A. Before closing or restricting traffic flow through any thoroughfare, the CONTRACTOR shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare.
- B. CONTRACTOR shall submit his Maintenance of Traffic plan to the ENGINEER for review prior to its installation. Once approved, the CONTRACTOR shall be responsible for all signage required under the Maintenance of Traffic plan.

1.05 SITE CONDITIONS

- A. The CONTRACTOR shall plan construction operations such that existing local traffic access can be maintained and shall maintain during the construction such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices and implementation used for maintenance of traffic shall comply with the FDOT Manuals.
- B. The CONTRACTOR shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all streets, roads, and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary. If required by duly constituted public authority, the CONTRACTOR shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the CONTRACTOR in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the City, property owner and applicable jurisdictional authority, and shall be for the shortest practicable period of time consistent with efficient and expeditious construction. The CONTRACTOR shall be liable for any damages to persons or property resulting from his work.
- C. The CONTRACTOR shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters. The CONTRACTOR shall immediately cart away all offensive matter, exercising such precaution as may be directed by the OWNER or applicable jurisdictional authority. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The CONTRACTOR may be required to erect suitable barriers to prevent such inconvenience or injury.
- D. Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Specification, and 600 Series Roadway Design Standards Drawings of the FDOT Standards, as applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Material and equipment incorporated into the Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER.
 - 3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service and conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Contract.
 - 2. Summary of Work: Section 01010
 - 3. Special Project Procedures: Section 01100

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the OWNER. No material shall be delivered to the work without prior approval of the OWNER.
- B. Within thirty (30) days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the OWNER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the OWNER to identify the particular product to form an opinion as to conformity to the specifications. If Asbestos is contained in any item, the CONTRACTOR shall include a notification of this fact. This notification must include the type and percent of asbestos content. All data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be

furnished by the CONTRACTOR. If the OWNER requires, either prior to beginning or during the progress of the work, the CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at the CONTRACTOR'S expense. Except as otherwise noted, the CONTRACTOR will make arrangements for and pay for the tests.

- D. The CONTRACTOR shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the CONTRACTOR'S failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes and surfaces, the CONTRACTOR shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTION FOR INSTALLATION

- A. When Contract Documents require the installation of work shall comply with manufacturer's printed instruction, obtain and distribute copies of such instruction to parties involved in the installation, including five copies to the OWNER.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instruction and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instruction, consult with OWNER for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.05 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The CONTRACTOR shall preserve and deliver to the OWNER these tools and instruction in good order no later than upon completion of the Contract.

1.06 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. If there is a long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 - 1. Equipment shall not be shipped until approved by the OWNER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the OWNER. Equipment shipped to the site shall be stored in accordance with Paragraph 1.05, herein.
 - 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the OWNER, until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 - 4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the OWNER. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.
 - 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, does not deteriorate from lack of use.
 - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the OWNER.
 - 7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certification by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR'S expense.

1.07 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740: Warranties. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S for one (1) year after the time of completion and acceptance.

1.08 SPARE PARTS

- A. Spare parts for certain equipment provided have been specified in the pertinent sections of the Specifications. The CONTRACTOR shall collect and store all spare parts so required in an area to be designated by the OWNER. In addition, the CONTRACTOR shall furnish to the OWNER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01640 – SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. If the CONTRACTOR wishes to furnish or use a substitute or equivalent items 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 of other surety with respect to any substitute.

1.02 PRODUCT SELECTION

- A. Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, new at the time of installation.
- B. To the fullest extent possible, provide products of the same kind from a single source.
- C. Compatibility among product options is required. Where more than one choice is available as options during product selection, select an option that is compatible with other products and materials already selected.
- D. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- E. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- F. Where Contract Documents are at variance with specific manufacturer's details and installation procedures, contact the ENGINEER for resolution prior to start of work.
- G. For products specified by naming a number of products and manufacturers with "or equal", select any of the products and manufacturers listed, or propose a substitution. If the CONTRACTOR wishes to propose a substitution, the CONTRACTOR must submit a request for product substitution for approval by the ENGINEER and OWNER.
- H. For products specified naming only one product and manufacturer, or a number of products

and manufacturers without the "or equal" allowance, no substitutes are allowed.

- I. For products specified by reference standards only, the CONTRACTOR may provide any product complying with the specified standard.
- J. For products specified by performance and descriptive methods, without naming manufacturer's products, the CONTRACTOR may provide the products of any manufacturer complying with the Contract Documents, subject to the review of the product data and concurrence by the ENGINEER as specified within.

1.03 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment from Suppliers other than those listed or included in the Agreement will be considered only if it is demonstrated by 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;
 - 3. A specified product is no longer available.
 - 4. The product cannot be delivered by the manufacturer in a timely manner.
 - 5. The product is found to be incompatible with other specified products.
 - 6. 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, CONTRACTOR shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.04 ENGINEER'S CHARGES

- A. The ENGINEER will record time required by the ENGINEER and the ENGINEER'S consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Drawings or Specifications occasioned by the substitution. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER and the ENGINEER'S consultants for evaluating any proposed substitute.

1.05 EQUIPMENT REQUIRING VARIATION IN SPACE

- A. It is intended that the CONTRACTOR shall furnish equipment which may be installed and shall operate properly in the structures as shown. Should the CONTRACTOR select alternate equipment resulting in an alteration to, addition to, enlargement of, or any other changes from the lines, dimensions, and grades shown, the CONTRACTOR shall make such changes or alterations as are required and no additional payment will be made by the OWNER for changes in structures occasioned by the selection of alternate equipment. All such variations shall be subject to review and acceptance by ENGINEER.
- B. Equipment requiring supplemental services in addition to those shown or specified in order to fulfill the operating objectives and including additional mechanisms, operating steps and/or controls as compared with specified equipment will not be acceptable.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SUBSTITUTIONS AND PRODUCT OPTIONS

**01640 - 2
ISSUED FOR BID**

SECTION – 01700 CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Contract, Fiscal provisions, legal submittals and additional administrative requirements.
 - 2. Project Record Documents: Section 01720.
 - 3. Warranties: Section 01740.

1.02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the Work as substantially complete, the CONTRACTOR shall submit to the OWNER:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the OWNER shall make an inspection to determine the status of completion.
- C. Should the OWNER determine that the Work is not substantially complete:
 - 1. The OWNER shall promptly notify the CONTRACTOR in writing, giving the reasons thereof.
 - 2. CONTRACTOR shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the OWNER.
 - 3. The OWNER shall re-inspect the Work.
- D. When the OWNER finds that the Work is substantially complete, the CONTRACTOR shall:
 - 1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion on form provided herein, with a tentative list of items to be completed or corrected before final payment.

1.03 FINAL INSPECTION

- A. When CONTRACTOR considers the Work is complete, it shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the OWNER and are operational.
 - 5. Work is completed and ready for final inspection.

- B. The OWNER shall make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the OWNER consider that the Work is incomplete or defective:
 - 1. The OWNER shall promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the OWNER that the Work is complete.
 - 3. The OWNER shall re-inspect the Work.

1.04 REINSPECTION FEES

- A. Should the OWNER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
 - 1. The OWNER shall compensate the Engineer / Architect / Consultants, etc., for such additional services.
 - 2. The OWNER shall deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents: To requirements of Section 01720.
- B. Warranties: To requirements of Section 01740.
- C. Evidence of Payment and Release of Liens: To requirements of the General Conditions and Supplementary Conditions.
- D. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the OWNER.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment
 - b. Allowances
 - c. Unit prices
 - d. Deductions for uncorrected work
 - e. Penalties and bonuses
 - f. Deductions for liquidated damages
 - g. Deductions for re-inspection payments
 - h. Other adjustments
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.

- C. The OWNER shall prepare a Final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. 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 USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 – FINAL CLEANING

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.
- B. Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. The CONTRACTOR shall:
 - 1. 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.
 - 2. Provide on-site containers for the collection of waste materials, debris and rubbish.
 - 3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. The CONTRACTOR shall:
 - 1. Employ skilled workmen for final cleaning.
 - 2. Broom clean exterior paved surface; rake clean other surfaces of the grounds.
 - 3. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION

SECTION 01720 – PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Maintain at the site for the OWNER one (1) record copy at a minimum:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications of the Contract
 - 5. Field Orders or written instructions
 - 6. Approved Shop Drawings, Working Drawings and Samples
 - 7. Field Test records
 - 8. Construction photographs
 - 9. Change Requests
 - 10. CONTRACTOR'S Daily Reports
 - 11. Written Interpretations and Clarifications

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the OWNER.
- E. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "Record Documents" for review by the OWNER.
- F. CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the OWNER.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the OWNER.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in two inch (2") high printed letters.
- B. Keep record documents current at the end of work each day marking any changes and inserting change orders and directives into the documents.

- C. Do not permanently conceal any work until required information has been recorded. This includes markups and any "as-built" survey as required by these specifications.
- D. Record Contract Drawings: Legibly mark drawings to record actual construction with the following information verified by a registered Florida Land Surveyor.
 - 1. Depths of various elements of foundation in relation to survey datum.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Revision Order, Directive, and other modifications.
 - 6. Details not shown on the original Contract Drawings.
 - 7. Installation of power and control wiring with point-to-point wiring identification.
- E. Record Specifications and Addenda: Legibly mark-up each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Revision Order, Directive, and other modifications.
 - 3. Other matters not originally specified.
- F. Shop Drawings and Samples: Legibly annotate to record changes made after approval.

1.05 "AS-BUILT" DRAWINGS

- A. The CONTRACTOR shall engage the services of a professional land surveyor registered in the State of Florida prior to any construction activities. The surveyor shall be named in the list of subcontractors.
- B. The surveyor must comply with all requirements of Chapter 21 HH-6.05 of the Florida Administrative Code.
- C. The surveyor shall use the locational requirements of the State of Florida.
- D. The surveyor shall provide on-site survey while construction is in progress and at such other times as required to fulfill all professional obligations and as listed below.
 - 1. Elevations and state plane coordinates shall be identified for the ends of all conduits or pipelines installed or used for construction, ends of all duct bank stubouts, and all direct buried cable splice locations.
 - 2. Elevations and coordinates shall be identified along the center line of pipelines, direct buried cable, buried conduit or duct bank by no fewer than one elevation shot per one hundred (100) linear feet and at any change of direction vertical or horizontal of underground utility length. Slopes shall be identified.
 - 3. All elevation shots shall be referenced to "top-of-pipe" (T.O.P.), "top-of-concrete-duct-bank" (T.O.D.B.), "bottom-of-concrete-duct-bank" (B.O.D.B.), "top-of-conduit" (T.O.C.) or "top-of-electric-cable" (T.O.E.), as appropriate for the project.
 - 4. Manhole rings, slabs on grade, valve box rims, equipment pads, surface body water levels and other project construction features shall be recorded by elevation and state plane coordinates as "As-Built".
 - 5. For directionally drilled crossings and other "trenchless technology" installations,

- provide continuous plots of utility plan and profile derived from actual telemetry data used during the installation.
6. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as "As-Built". This requirement shall apply whether the existing structure, utility or feature was shown on the original contract drawings or not.
- E. At the conclusion of the work, the CONTRACTOR shall provide the OWNER three (3) approved, certified "As-Builts" and one (1) "As-Built" Survey Drawing file in AutoCAD format (latest release) on a compact disk(s). The AutoCAD drawing files shall comply with the following standards:
1. The compact disk(s) shall be formatted for AutoCAD type DWG files or self-extracting compressed data file to a DWG format.
 2. The drawing format shall not contain any "X-REFS" (cross references) to other files.
 3. The drawing format shall contain only AutoCAD Standard Font Files and Acad.mnu type menu references only.
 4. Text from different layers shall not overlap. Colors and line types shall be "BY-LAYER". Only AutoCAD standard fonts and line types shall be used.
 5. All coordinate and elevation numbers shall be limited to three (3) decimal places.
 6. Text height shall be entered such that when the drawing is plotted to scale, the actual text height is no less than one-eighth inch (1/8"). The plotting scale for the drawings shall be the same scale as the construction drawings.
 7. Drawings shall be plotted on twenty-four inch (24") x thirty-six inch (36") sheets. The areas on each sheet shall match the areas shown on the construction drawings.

1.06 SUBMITTALS

- A. The CONTRACTOR shall deliver the following documentation, drawing(s), data, and disk(s) to the OWNER no later than two (2) weeks after the declared date of Substantial Completion.
1. Two (2) sets of contract drawings marked in red to reflect the final "As-Built" conditions.
 2. Two (2) sets of signed and sealed plots of the "As-Built" drawings(s) provided by the surveyor together with one (1) compact disk(s) of the "As-Built" survey drawing file(s).
 3. One (1) set of Specifications with Addenda marked in red to reflect the final "As-Built" conditions.
- B. Such other documents as shall be required by the regulations of the State of Florida shall be supplied in accordance with the provisions of law.
- C. Accompany submittal with transmittal letter, in duplicate, containing:
1. Date, Project title and number.
 2. CONTRACTOR'S name and address.
 3. Title and number of each record document.
 4. Certification that each document as submitted is complete and accurate, and contains signature of CONTRACTOR, or its authorized representative.

- D. Failure to deliver any of the above items shall be considered justification for assessing additional retainage.

PART 2 – PRODUCTS
(NOT APPLICABLE)

PART 3 – EXECUTION
(NOT APPLICABLE)

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Scope of Requirements:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORMAT OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8 1/2 inches x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title **"OPERATING AND MAINTENANCE INSTRUCTIONS"**.
7. List:
 - a. Title of project

- b. Identity of separate structure as applicable.
- c. Identity of general subject matter covered in the manual.

C. Binders:

- 1. Commercial quality three-post binders with durable and cleanable plastic covers.
- 2. Maximum post width: 2 inches.
- 3. When multiple binders are used, correlate the data into related consistent groupings.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

- 1. Contractor, name of responsible principal, address and telephone number.
- 2. A list of each product required to be included, indexed to content of the volume.
- 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each SubContractor/Installer.
 - d. Local source of supply for parts and replacement
- 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

- 1. Include only those sheets which are pertinent to the specified product.
- 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.

C. Drawings:

- 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems
 - b. Control and flow diagrams.
- 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
- 3. Do not use Project Record Documents as maintenance drawings.

- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit four copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Operation procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures:
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication required:
 - a. Complete lubrications schedule.
 - b. List of all lubricants required and acceptable products from three manufacturers for each lubricant.

5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawing and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As installed control diagrams by controls manufacturer.
 9. Each Contractor's coordination drawings.
 10. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 11. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories and panel boards.
 - a. Electrical service
 - b. Controls
 - c. Communications.
 3. As installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions
 - b. Sequences required
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of the Specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.06 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 90 days after Notice to Proceed.
 1. Engineer will review the preliminary draft and return one copy with comments.
- B. Submit two copies of completed data in final form no later than 30 days following Engineer's review of the last shop drawing and/or other submittal specified in Section 01300. One copy will be returned with comments to be incorporated into final copies.
- C. Submit four (4) copies of approved manual in final form directly to the offices of the Owner within 30 calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.
- D. Provide four (4) copies of addenda to the operation and maintenance manuals as applicable and certificates as specified within 30 days after final inspection.

1.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to demonstration test, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
- C. Instructors shall be fully qualified personnel as outlined within the individual equipment specifications. If so specific training specifications are listed with the equipment, the Contractor shall provide the instruction with qualified Contractor personnel.
- D. The instructors shall provide for and prepare lessons scopes and handouts for up to five individual designated by the Owner that outline the items to be covered. Separate sessions for operation and maintenance instruction shall be provided consecutively. Handouts shall be submitted to the Owner with at least one week's notice prior to the training session.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 – WARRANTIES

PART 1 – GENERAL

- A. 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.
- B. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the OWNER.
- C. 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.
- D. Refer to the General Conditions for terms of the CONTRACTOR'S period for correction of the Work.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Rejection of Warranties:
 - 1. 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.

K. Written Warranties

1. 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.
2. 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.
3. 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.
4. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
5. 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.
6. 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.
7. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the CONTRACTOR.
8. 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

- A. No soils report has been prepared for this project.

1.02 QUALITY ASSURANCE

- A. 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.

1.03 JOB CONDITIONS

- A. The CONTRACTOR shall visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the OWNER.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.01 PERFORMANCE

- A. All work relative to subsurface conditions shall be accomplished in accordance with the specific requirements of the individual sections of the Specifications.
- B. Readjust all work performed which does not meet technical or design requirements as hereinafter specified, but make no deviations from the Contract Documents without specific and written approval of the CONTRACTOR.

END OF SECTION

SECTION 02110 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection: Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties as required.
- C. Restore damaged work to condition existing prior to start of Work.
- D. Protect existing trees and vegetation that are indicated to remain from physical damage. Do not store materials or equipment within tree drip line. Use licensed arborist for tree damage repair. Replace damaged trees that cannot be restored to full growth, as determined by arborist, unless otherwise acceptable to ENGINEER.
- E. Existing Services: Locations indicated are approximate; determine exact location before commencing Work. Coordinate with local utility service requirements and comply with their instructions.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.01 GENERAL

- A. Site Clearing: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions as indicated or that interfere with new construction. Removal includes digging out stumps and roots, together with subsequent off-site disposal.
- B. Strip and stockpile topsoil that will be reused in the Work.
- C. Remove existing improvements, both above-grade and below-grade, to extent indicated or as otherwise required to permit new construction.
- D. Salvable Items: Carefully remove items indicated to be salvaged and store on OWNER's premises where indicated or directed.
- E. Control air pollution caused by dust and dirt; comply with governing regulations.
- F. Fill depressions and voids resulting from site-clearing operations. Using satisfactory soil materials, place in maximum 6-inch-deep horizontal layers and compact each layer to density of surrounding original ground.
- G. Grade ground surface to conform to required contours and to provide surface drainage.

- H. Dispose of waste materials, including trash, debris, and excess topsoil, off OWNER's property.
- I. Burning waste materials on site is not permitted.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. 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.

1.02 DEFINITIONS

- A. Excavation
1. 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.
 2. Cavity formed by the removal of earth and rock.
- B. Earth: Unconsolidated material in the crust of the earth derived by weathering and erosion. Earth includes:
1. Materials of both inorganic and organic origin;
 2. Boulders less than 1/3 cubic yard in volume, gravel, sand, silt, and clay;
 3. 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.
- C. Rock: A natural aggregate of mineral particles connected by strong and permanent cohesive forces. Rock includes:
1. Limestone, sandstone, dolomite, granite, marble, and lava;
 2. Boulders 1/3 cubic yard or more in volume;
 3. 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.
- D. Undercutting: Excavation of rock and unsuitable earth below the bottom of a foundation, structure, pipe or conduit to be constructed or installed.
- E. Subgrade. Undisturbed bottom of an excavation.
- F. Bedding. Earth placed in trench to support pipe and conduit.
- G. Backfill and Fill
1. Earth placed around structures from the bottom of an excavation to finished grade, or to the subbase of pavement.
 2. Earth placed in a trench from the top of bedding to finished grade, or to subbase of pavement.
- H. Topsoil: Earth containing sufficient organic materials to support the growth of grass.

1.03 JOB CONDITIONS

- A. Carefully maintain bench marks, monuments and other reference points, and if disturbed or destroyed, replace as directed.
- B. 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 Drawings 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.

1.04 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation and landfilling work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. 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 – PRODUCTS

2.01 MATERIALS

- A. 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.
- B. 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.
- C. Special Backfill: Special backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
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

- D. Suitable Backfill: Suitable backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
GM	Silty gravels, gravel-sand-silt mixtures
GC	Clayey gravels, gravel-sand-clay mixtures
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines
SM	Silty sands, sand-silt mixtures
SC	Clayey sands, sand-clay mixtures
ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays

- E. Unsuitable Materials: Materials which are unsuitable for backfill include stones greater than 6 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:

Group Symbols	Typical Name
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

PART 3 – EXECUTION

3.01 PROTECTION OF EXISTING FACILITIES

- A. Support and protect all poles, fences, utility pipes, wire, conduits, buildings and structures.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. Natural watercourses shall not be obstructed, except where specifically permitted for the construction of outfall and subaqueous crossings.

3.02 CLEARING

- A. Before excavating, clear and remove logs, stumps, brush, vegetation, rubbish, and other perishable matter from the project site.
- B. Do not remove or damage trees that do not interfere with the finished work. Completely remove trees required to be removed, including stumps and roots. Replace trees removed unnecessarily. Properly treat damaged trees which can be saved.

3.03 STRIPPING AND STOCKPILING TOPSOIL

- A. Strip topsoil and vegetation from the areas to be excavated. Clean topsoil may be stockpiled for reuse.

3.04 EXCAVATING

- A. 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.
- B. 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.
- C. Depth of trenches shall be such as to allow installation of pipelines at the grades or elevations shown.
- D. 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.

- E. 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.
- F. 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.
- G. Flatten the excavation sides when an excavation has water conditions, silty materials, loose boulders, and areas where erosion and slide planes appear.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

3.05 SHEETING

- A. The CONTRACTOR has the option of sheeting excavations.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.

3.06 ROCK REMOVAL

- A. Rock, boulders or other hard, lumpy or unyielding materials encountered in trench bottoms shall be removed to a depth at least 6 inches below the bottom and on each side 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.
- B. Blasting of rock or other hard to remove materials will not be permitted on this project.

3.07 SUBGRADES

- A. Do not construct foundations, footings, slabs, or piping on loose soil, mud, or other unstable or unsuitable soil.
- B. Fill excess cuts under foundations, footings, and slabs with concrete.
- C. Fill excess cuts under piping with compacted bedding as specified in this Section.

3.08 BACKFILLING FOUNDATION AND STRUCTURE EXCAVATIONS

- A. Remove debris and other unstable or unsuitable materials from excavations before backfilling is started.
- B. Backfill excavations in areas to be paved with Special Backfill: Place Special Backfill in 12-inch lifts. Compact each lift of backfill to not less than 98% of the maximum dry density as determined in accordance with AASHTO T-180. Compaction shall be by hand tamping or approved mechanical tamping devices, or in larger excavations by approved rollers. Do not compact backfill by puddling, unless permitted by the ENGINEER.
- C. Backfill excavations not requiring Special Backfill with Suitable Material:
 - 1. Place backfill and fill materials in lifts no greater than 12 inches in loose depth. Place backfill and fill materials in lifts no greater than four inches in loose depth

where hand tampers are used. Backfill and fill shall be within 2% of optimum moisture content. For soils containing less than 5% material passing a No. 200 sieve, moisture content may be increased to within 3% of optimum. Compact backfill and fill to not less than 95% of the maximum dry density. Tests for determination of maximum dry density shall meet the requirements of AASHTO T-180. Use compaction equipment which is suited to the soil being compacted.

2. 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.

D. Do not use the following materials for backfill:

1. Unsuitable materials;
2. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

E. Place the backfill and fill in a manner which will not overload foundations or structures. Place backfill and fill evenly on all sides of foundations and structures. Do not use equipment that will overload foundations or structures during filling or backfilling.

F. Do all cutting, filling, and grading necessary to bring the entire area around foundations and outside of structures to the following subgrade levels:

1. To the underside of the respective surfacing for walks and pavement;
2. To finished grade for lawns and planted areas within the project site.

3.09 BACKFILLING PIPING TRENCHES

A. 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.

B. Remove debris and other unsuitable materials from excavations before backfilling is started.

C. Place and tamp bedding and backfilling in a manner which will not damage pipe coating, wrapping, or encasement.

D. Bedding procedures shall be as specified in the particular Section for the applicable pipe material.

E. 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.

F. Do not use the following materials for backfilling:

1. Unsuitable Materials;
2. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

G. 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.

- H. Backfill excavations in areas to be paved with Special Backfill.
 - 1. Place Special Backfill in 12-inch lifts. Compact each lift of backfill to not less than 98% of the maximum dry density as determined in accordance with AASHTO T-180, Method A. Compaction shall be by hand tamping or approved mechanical tamping devices, or in larger excavations by approved rollers. Backfill and fill materials shall be within 2% of optimum moisture content. Do not compact backfill by puddling, unless permitted by the ENGINEER.
- I. Backfill trenches not requiring Special Backfill with Suitable Material.
 - 1. Place backfill and fill materials in lifts no greater than 12 inches in loose depth and compact to produce an adequate foundation for seeding. The top 4 inches of backfill shall not contain stones or other objects larger than 1 inch in maximum dimension. Mound backfill above finish grade to allow for settlement. Fill and restore any settlement of the backfill. Grade area to be restored to finish grade after settlement of backfill and immediately before restoration of vegetated areas.

3.10 FINISH GRADING

- A. 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.
- B. 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:
 - 1. Earthwork shall be shaped to slope away from all buildings and structures.
 - 2. Earthwork shall be shaped to match adjacent pavement, curb, sidewalks, and similar appurtenances.
 - 3. Ditch bottoms and swales shall be shaped so that no water will be impounded except in areas designated for impoundment.

3.11 CLEANUP AND MAINTENANCE

- A. 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.
- B. 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.

3.12 STORAGE AND REMOVAL OF EXCAVATED MATERIAL

- A. Suitable excavated material required for filling and backfilling operations may be stockpiled on the job site.
- B. Remove unsuitable materials from the job site as unsuitable materials are excavated. Remove surplus suitable materials from the job site as excavations are backfilled.
- C. 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 02240 – DEWATERING (DURING CONSTRUCTION)

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work to be performed under this Section shall include the design and installation of a temporary wellpoint system to dewater subsurface waters so that the installation of utilities may proceed with a dry trench. The system shall remain in place until completion of construction.
- B. Related Work Described Elsewhere:
 - 1. Earthwork: Section 02200

1.02 QUALITY ASSURANCE

- A. Qualifications: The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date.
- B. In lieu of experience, the dewatering firm shall provide a performance and warranty bond for 1.5 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations.

1.03 SUBMITTALS

- A. Materials and Shop Drawings: Shop drawings required to establish compliance with the specifications shall be submitted in accordance with the provisions of Section 01310: Administrative Requirements.

1.04 CRITERIA

- A. The wellpoint system shall be developed to the point that is capable of dewatering such that pipe can be laid and compacted satisfactorily as shown on the Drawings. Each wellpoint system shall be capable of dewatering and maintaining groundwater levels at the respective structures.

PART 2 – PRODUCTS

2.01 GENERAL

- A. The equipment specified herein shall be standard wellpoint dewatering equipment of proven ability as designed and manufactured by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. The use of wrapped underdrains or “socks” for dewatering shall not be allowed unless approval is obtained by the OWNER.

- C. The CONTRACTOR shall be required to monitor the performance of the dewatering system during the progress of the work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils and to preserve the integrity of adjacent structures.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Dewatering: The CONTRACTOR shall install a temporary wellpoint dewatering system for the removal of subsurface water encountered during construction of the proposed structures and/or piping.

3.02 PROTECTION AND SITE CLEAN-UP

- A. At all times during the progress of the Work the CONTRACTOR shall use all reasonable precautions to prevent either tampering with the wellpoints or the entrance of foreign material.
- B. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the Owner/Engineer's approval of wet trench.
- C. Immediately upon completion of the wellpoint system, the CONTRACTOR shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before work started. The site shall be thoroughly cleaned and approved by the Owner/Engineer.

3.03 DISPOSAL

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits.
- B. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the operation.
- C. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR'S plan for trench disposal is approved in writing by the Owner/Engineer. The CONTRACTOR'S plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons.
- D. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers. Where practical and feasible, electrical "drops" should be used in lieu of portable generators.

END OF SECTION

SECTION 02446– DIRECTIONAL DRILLING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The CONTRACTOR shall provide all necessary tools, materials and equipment to successfully complete the installation of directionally drilled piping as specified herein and shown on the drawings. The CONTRACTOR shall be responsible for the final constructed product, and for furnishing the qualified labor and supervision necessary for this method of construction.
- B. The CONTRACTOR shall furnish all items necessary to perform the horizontal directional drilling operation and construct the pipe to the lines and grade shown on the drawings. Directional boring operations shall be performed within the right-of-way and/or easements shown on the drawings.
- C. Boring must use techniques of creating or directing a borehole along a predetermined path to a specified target location. This must involve use of mechanical and hydraulic deviation equipment to change the boring course and must use instrumentation to monitor the location and orientation of the boring head assembly along a predetermined course.
- D. Drilling must be accomplished with fluid-assisted mechanical cutting. Boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate and seal the mini-tunnel. It is mandatory that minimum pressures and flow rates be used during drilling operation as not to fracture the sub-grade material around and or above the bore.
- E. The mobile drilling system shall utilize small diameter fluid jets to fracture and mechanical cutters to cut and excavate the soil as the head advances forward.
- F. Steering shall be accomplished by the installation of an offset section of drill stem that causes the cutterhead to turn eccentrically about its centerline when it is rotating. When steering adjustments are required, the cutterhead offset section is rotated toward the desired direction of travel and the drill stem is advanced forward without rotation.
- G. The mobile drilling system must be capable of being launched from the surface at an inclined angle and drilling a pilot hole. The pilot hole will then be enlarged with reamers as required.
- H. Take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, and appurtenances from damage due to directional boring work. Protection shall include the environment including wetlands and the Halifax River. The CONTRACTOR shall be responsible for any impact or damages to surrounding facilities and businesses.

1.02 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO).
- B. Occupational Safety and Health Administration (OSHA).
- C. American Water Works Associations (AWWA).

- D. API Specifications 13A, 1993. Specification for Drilling Fluid Materials, Fifteenth Edition, Dallas, Texas. American Petroleum Institute.
- E. Horizontal Directional Drilling Good Practices Guideline, HDD Industry Consortium, 300pp, 2nd ed., 2004.
- F. ASTM F 1962. Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit Under Obstacles, Including River Crossings.

1.03 DEFINITIONS

- A. CONTRACTOR's Construction Drawings shall be defined as drawings by which the CONTRACTOR proposes to construct, operate, build, etc., the referenced item. The submission of these drawings shall be required for the sole purpose of providing the sufficient details to verify that the CONTRACTOR's work in progress is in accordance with the intent of the design.

1.04 SUBMITTALS

- A. In accordance with Division 1, CONTRACTOR shall:
 - 1. Submit for review complete construction drawings and/or complete written description identifying details of the proposed method of construction and the sequence of operations to be performed during construction, as required by the method of tunnel excavation approved. The drawings and descriptions shall be sufficiently detailed to demonstrate to the Engineer whether the proposed materials and procedures will meet the requirements of this specification. CONTRACTOR shall submit arrangement drawings and technical specifications of the machine and trailing equipment.
 - a. Complete details of the equipment, methods and procedures to be used, including but not limited to primary lining installation, timing of installation in relation to the excavation plan and sequence, proposed night work, maintaining access to residential and commercial properties, access for blocked driveways, pipe layout and staging, bulkheads, etc.
 - b. Grouting techniques, including equipment, pumping procedures, pressure grout types, mixtures and plug systems.
 - c. Method of controlling line and grade of excavation.
 - d. Details of muck removal, including equipment type, number, and disposal location.
 - e. Proposed contingency plans for critical phases and areas of directional drilling.
 - B. The CONTRACTOR shall prepare an installation plan which describes the following activities.
 - a. Noise reduction program.
 - b. Solids control, fluids recycling, and fluids handling.
 - c. Pilot hole drilling procedure.

- d. Reaming operation.
- e. Pullback and insertion plan.
 - i. The installation plan shall consist of drawings showing the proposed layout of equipment and product within the allowable work space.
 - ii. The plan shall include a listing of major equipment.
 - iii. The plan shall list the resumes of the supervisory personnel to be used.
- f. Ballasting operation.
 - i. Ballasting and buoyancy modification plan shall include the use of clean water for the ballasting media.
 - ii. Ballast water shall only be applied to pipe that is below mud line.
 - iii. Submit a fill plan listing of equipment and materials to be used for ballasting operation, including water source, water volume required, ballast pipe details, water meter details, pump if required, and any other appurtenances required to complete the operation.
- g. Use of rollers, sidebooms, and side rollers.
 - i. Include type, size, spacing and layout of supports
 - ii. Provide appropriately sized supports for the weight of pipe required.
 - iii. Support layout shall adhere to the pipe supplier's guidelines.
- h. Use of steel conductor casing
 - i. Include size, material and joint type
 - ii. Proposed depth of installation
 - iii. Use of centralizers
 - iv. Installation depth
 - v. Limits of casing removal
 - vi. Submit casing installation plan listing equipment, materials and any other appurtenances required to complete the operations.
- i. Insertion pit and alignment.
 - i. Insertion pit dimensionality shall be designed for the insertion angle and minimum bend requirements of the product pipe.
 - 1. Support roller(s) location and elevation per recommendation of pipe supplier
 - ii. Insertion alignments shall conform to the recommendations of the pipe supplier.
- j. Coating protection (as required per pipe material being used).
- k. Internal cleaning and/or gauging.
- l. Hydrostatic test.

- m. Tracer wire installation and testing.
 - n. Sheeting, shoring, and dewatering as required.
 - o. All required support systems, including drilling tool suppliers, survey systems, mud cleaning, mud disposal, and other required support systems used during this operation shall be provided by the CONTRACTOR.
- C. The contingency plan to be submitted shall describe the CONTRACTOR's proposed actions to the following events:
 - 1. Hydrofracture Plan per Section 3.15- drilling fluids entering ground surface or waterway.
 - 2. Loss of return or circulation of drilling fluids.
 - 3. Pilot bore, reaming or product pullback obstruction.
 - 4. Design line and grade deviations.
 - 5. Loss of drill pipe or product.
 - 6. Product collapse.
- D. The installation plan shall include a detailed plan and profile of the bores plotted at a scale no smaller than one inch equals 20 feet horizontal and one inch equals 5 feet vertical. The CONTRACTOR shall provide anticipated drilling rates for pilot bore, reaming, number of pipe segments and pullback procedures. These drilling rates shall be used to calculate drilling fluid volumes required for pilot hole, each reaming pass and pullback. The CONTRACTOR shall guarantee pump capacity and that the drilling fluid cleaning system is capable of sustaining the anticipated drilling rates during the pilot bore, reaming and pullback. The CONTRACTOR shall have redundant or back-up equipment of at least equivalent size available within 24 hours or less.
- E. Detailed descriptions, information, and catalog cuts for FPVC pipe, fittings, and transition fittings, and drilling fluids shall be submitted.
- G. Quality Control Methods. At least 10 days prior to the start of directional drilling, CONTRACTOR shall submit a description of his quality control methods he proposes to use in his operations to the Engineer. The submittal shall describe:
 - 1. Procedures for controlling and checking line and grade
 - 2. Field forms for establishing and checking line and grade
- H. The CONTRACTOR shall submit a detailed schedule for the HDD installation at least fifteen (15) days prior to mobilization. The detailed schedule shall identify all major construction activities and durations, with beginning and completion dates shown. The detailed schedule shall be updated at least every week or more frequently, as directed by the Engineer, and shall include but not limited to the following items:
 - 1. Pre-construction walk over and inspection.
 - 2. Regular Mobilization and set-up.
 - 3. Pilot bore
 - 4. Pre-reaming and reaming.
 - 5. Layout and thermal butt fusing of pipe.
 - 6. Low-pressure air-testing, per the recommendations of the pipe supplier, of pipe prior to pullback when practical or as directed by the Engineer.
 - 7. Final reaming and pullback of product pipe.
 - 8. Annulus grouting after installation (if required).

9. Installation of temporary pig launch and receiving locations per Section 02661.
 10. Pig test to confirm that deformations of product pipe are within allowable tolerances and to clean the line.
 11. Cleanup, surface restoration, and demobilization.
- I. A Frac-out and Surface Spill Contingency Plan shall be prepared for the installation of pipelines using HDD. This plan shall be submitted to the Engineer prior to construction. A draft Frac-out plan is provided below for use by the CONTRACTOR to update and modify as necessary to meet the requirements of this specification and permit contingencies. This plan represents a minimum standard and the CONTRACTOR is urged to provide enhanced detail to assure no violations are committed. The CONTRACTOR shall submit a letter of intent signed by an authorized representative of the CONTRACTOR, confirming that the plan will be followed. The contingency plan for inadvertent returns/hydrofracture shall address all potential pathways for release of drilling fluid, and shall address containment, cleanup, and mitigation measures as well as reporting procedures and points of contact for the CONTRACTOR, City, regulatory and permitting agencies. The Plan shall address releases to the ground surface, wetlands, and to waterways. A list of the stand-by equipment, to be located on-site during the complete boring operation, shall be provided by the CONTRACTOR to recover fluids from the waterway via truck and via boat. Floating turbidity barriers shall be part of the stand-by equipment to minimize dispersion in the event that drilling fluids reach the waterway.
 - J. Safety. Procedures including, but not limited to, monitoring for gases encountered shall be submitted.
 - K. Hazardous chemical list as well as all MSDS and technical data sheets.
 - L. Details of mud properties proposed during all phases of the HDD including the name of the mud engineer who will periodically sample and review the mud and recommend adjustments if necessary.
- 1.05 DESIGN CRITERIA
- A. Compatibility of Methods
 1. The methods of excavation, lining, and groundwater control shall be compatible.
- 1.06 JOB CONDITIONS
- A. Safety Requirements
 1. Perform work in a manner to maximize safety and reduce exposure of men and equipment to hazardous and potentially hazardous conditions, in accordance with applicable safety standards.
 2. Whenever there is an emergency or stoppage of work which is likely to endanger the excavation or adjacent structures, operate a full work force for 24 hours a day, including weekends and holidays, without intermission until the emergency or hazardous conditions no longer jeopardize the stability and safety of the work.
 - B. Air Quality
 1. Conduct directional drilling operations by methods and with equipment, which will positively control dust, fumes, vapors, gases or other atmospheric impurities in accordance with applicable safety requirements.

1.07 PERMITS

- A. Obtain any and all other permits required for prosecution of the work.

1.08 PROJECT RECORD DOCUMENTS

- A. The CONTRACTOR shall provide seven (7) copies of the "Record Drawing" plans with record x-y-z coordinates within 15 days of construction of the Horizontal Directional Drilling Crossing. X-Y-Z coordinates shall be relative to the horizontal and vertical control for this project.

1.09 FIELD ENGINEERING AND SURVEYING

- A. The CONTRACTOR shall employ registered land surveyors to locate the positions of the Horizontal Directional Drilling entry and exit points, establish elevation and horizontal datum for the bore head control, and lay out the pipe assembly area.

1.10 NOISE LEVELS

- A. The CONTRACTOR shall perform work and operate equipment in a manner to minimize disturbances to the nearby residents and businesses.

1.11 ENVIRONMENTAL CONSIDERATIONS

- A. The Horizontal Directional Drilling operation is to be operated in a manner to eliminate the discharge of water, drilling mud and cuttings during the construction process. CONTRACTOR shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by the CONTRACTOR with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.
- B. The CONTRACTOR shall visit the site and must be aware of the proximity of structures along and on either side of the crossings and provide the City with a drilling plan outlining procedures to prevent drilling fluid from adversely affecting these structures, including contingency plans for containing and cleaning up any spills or inadvertent returns.
- C. Waste cuttings and drilling mud shall be processed through a solids control plant comprised as a minimum of sumps, pumps, tanks, desilter/desander, centrifuges, material handlers, and haulers all in a quantity sufficient to perform the cleaning/separating operation without interference with the drilling program. The cuttings and excess drilling fluids shall be dewatered and dried by CONTRACTOR to the extent necessary for disposal in off-site landfills. Water from the dewatering process shall be treated by CONTRACTOR to meet permit requirements and disposed of locally. The cuttings and water for disposal are subject to being sampled and tested. The construction site and adjacent areas will be checked frequently for signs of unplanned leaks or seeps.
- D. Equipment (graders, shovels, etc.) and materials (such as groundsheets, haybales, booms, and absorbent pads) for cleanup and contingencies shall be provided in sufficient quantities by CONTRACTOR and maintained at the site for use in the event of inadvertent leaks, seeps or spills.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Refer to Section 02733 for FPVC pipe material
- B. CONTRACTOR shall install tracer wire with directional drilled FPVC pipe for location purposes.

2.02 DIRECTIONAL BORING EQUIPMENT

- A. The directional boring equipment shall be steerable by means of an electronic tool directional system. The directional boring equipment shall have thrust, pullback, and torque capacities greater than the required values of thrust, pullback, and torque calculated and submitted by the CONTRACTOR as necessary for the installation. The gage readings for thrust that correspond to the design maximum pullback stress of the FPVC will be submitted by the CONTRACTOR. The CONTRACTOR shall submit these calculations and supplemental records from similar projects to verify the reasonableness of the calculations. Similar projects will be deemed those with diameters, depths, installed lengths, and ground conditions similar to those of the specified project. Project owner, point of contact, and telephone number and address shall be submitted for such projects.
- B. Drill pipe shall be API steel drill pipe, Range 2, Premium Class or higher, Grade S-135 in a diameter sufficient for the torque and longitudinal loads and fluid capacities required for the work. Only drill pipe inspected under API's Recommended Practice Specification API RP 7G within 30 days prior to start and certified as double white band or better shall be used.
- C. Bentonite shall be provided as specified in API Specifications 13A, Specification for Oil Well Drilling Fluids Materials for fresh water drilling fluids. Any modification to the basic drilling fluid involving additives must describe the type of material to be used and be included in CONTRACTOR's drilling plan presented to the City. The City retains the right to sample and monitor the waste drilling mud, cuttings and water. The composition of the drill fluid is determined by the results of the geotechnical investigation executed in line with the framework of the project planned before construction.

2.03 PIPE PULL HEAD

- A. Pull head used to install the product pipe shall be designed especially for the product pipe being used. It shall conform to the recommendations of the pipe supplier.

PART 3 – EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall be responsible for his means and methods of directional drilling construction and shall ensure the safety of the work, the CONTRACTOR's employees, the public, and adjacent property, whether public or private.
- B. CONTRACTOR should anticipate that portions of the drilled excavation will be below the groundwater table.
- C. Comply with all local, state and federal laws, rules and regulations at all times to prevent pollution of the air, ground and water.

3.02 EQUIPMENT

- A. Diesel, electrical, or air-powered equipment will be acceptable, subject to applicable federal and state regulations.
- B. Any method or equipment that the CONTRACTOR can demonstrate will produce the specified results will be considered.
- C. CONTRACTOR shall employ equipment that will be capable of handling the various anticipated ground conditions. In addition, the equipment shall:
 - 1. Be capable of minimizing loss of ground ahead of and around the machine and providing satisfactory support of the excavated face at all times.
 - 2. Provide a system to indicate whether the amount of earth material removed is equivalent to that displaced by the advance of the machine such that the advance rate may be controlled accordingly.
- D. Provide adequate secondary containment for any and all portable storage tanks.
- E. Redundant directional boring equipment of equal or larger capacity, which can be mobilized to the site in less than 4 hours after the documented failure, shall be owned or retained by the CONTRACTOR.

3.03 SITE CONDITIONS

- A. Exposure of product pipe to sunlight shall be limited to one year or less.

3.04 DIRECTIONAL DRILLING DATA

- A. Daily logs of construction events and observations shall be submitted on at least the following:
 - 1. Location and elevation of significant soil strata boundaries and brief soil descriptions.
 - 2. Drill rig pressures and torsional forces, if applicable

3.05 CONTROL OF THE DRILL LINE AND GRADE

- A. Construction Control.
 - 1. The CONTRACTOR shall establish and be fully responsible for the accuracy of his own control for the construction of the entire project, including structures, drill line and grade.
 - 2. The CONTRACTOR's control points shall be established sufficiently far from the drilling operation not to be affected by construction operations.
 - 3. The CONTRACTOR shall maintain daily records of alignment and grade and shall submit three copies of these records to the Engineer. However, the CONTRACTOR remains fully responsible for the accuracy of his work and the correction of it, as required.
 - 4. The CONTRACTOR shall submit records of equipment calibrations and certifications for all equipment used for downhole wireline surveys and tracking of the drill head. Procedures for operating the downhole wireline survey tools shall be described, including measures to verify the accuracy of the equipment readings. The CONTRACTOR shall submit a drawing with the surveyed location of the surface wire grid system for the "Paratrack" or approved alternate equipment tracking system. The CONTRACTOR shall submit methods for

surveying the coordinates of the surface wire grid system both on shore and across or under the waterway.

3.06 MONITORING

- A. The position of the drill string shall be monitored by the CONTRACTOR with the downhole survey instruments. CONTRACTOR shall compute the position in the X, Y and Z axis relative to an above ground undisturbed reference from downhole survey data a minimum of once per drill pipe length, 15 feet or 15 minutes whichever is more frequent. Serious deviations between the design positions which may affect the installation of the pipeline shall be documented and immediately brought to the attention of the City for discussion and/or approval. The profile and alignment designed on the construction drawings for the bores define the minimum depth and radius of curvature. The CONTRACTOR shall furnish a "Directional Bore Log" for each bore completed.
- B. Between the entry or exit point the CONTRACTOR shall provide and use a steering system employing magnetic steering with wireline tracking and shall be supplemented by a "Paratrack" or equivalent tracking system installed that completely encompasses the area between the entry and exit point including subaqueous areas. A gyro steering tool such as Drillguide GST by SlimDril International or equivalent may also be used as an alternative to magnetic steering. The exit point shall fall within a 3-foot radius of the planned exit point and must be within right-of-way.

3.07 EXISTING UTILITIES

- A. The drawings show existing buried utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may be present. It will be the CONTRACTOR's responsibility to locate all nearby utilities or other subsurface obstructions that may interfere with the work. The CONTRACTOR shall notify the One-Call Service for locating all utilities within the alignment. The CONTRACTOR shall also be responsible for locating all tie-backs and anchors that may interfere with the work and provide a solution to overcome the interference.

3.08 TOLERANCES

- A. Pipe installed by the directional drilled method must be located in plan as shown on the Drawings, and must be no shallower than shown on the Drawings unless otherwise approved. The CONTRACTOR shall plot the actual horizontal and vertical alignment of the pilot bore at intervals not exceeding 15 feet. This "as-built" plan and profile shall be up-dated as the pilot bore is advanced. The CONTRACTOR will at all times provide and maintain instrumentation that will accurately locate the pilot hole and measure drilling fluid flow and pressure. The CONTRACTOR shall grant the Engineer access to all data and readout pertaining to the position of the bore head and the fluid pressures and flows. When requested, the CONTRACTOR shall provide explanations of this position monitoring and steering equipment. The CONTRACTOR shall employ experienced personnel to operate the directional drilling equipment and, in particular, the position monitoring and steering equipment. No information pertaining to the position or inclination of the pilot bores shall be withheld from the Engineer.
- B. The exit point shall be located as shown with an overall alignment tolerance of 3-feet left/right and within right-of-way. The alignment of each pilot bore must be approved by the Engineer before pipe can be pulled. If the pilot bore fails to conform to the above tolerances, the Engineer may, at his option, require a new pilot boring to be made at the CONTRACTOR's expense.

3.09 REAM AND PULL BACK

- A. Upon approval of the pilot hole location by the Engineer, the hole opening or enlarging phase of the installation shall begin. The borehole diameter shall be increased to accommodate the pullback operation of the FPVC pipe. The type of hole opener or back reamer to be utilized in this phase shall be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. The reamer type and the number and size of such reaming operations shall be at the CONTRACTOR's discretion with the final hole opening diameter being a minimum of 12 inches larger and a maximum of 50 percent larger than the outside diameter of the product pipe to be installed in the borehole. The hole shall be swabbed prior to pipe pullback. The forces during the final reaming pass and swab pass shall be monitored and recorded to verify the suitability of borehole preparation. Data monitored shall include rod number, time to pull each rod, pull back force and peak torque a minimum of once per rod. This data shall be submitted to the Engineer for review. The Contractor shall demonstrate that the hole is adequately prepared as a prerequisite for commencing pullback operations.
- B. Pulling Loads: The maximum pull (axial tension force) exerted on the FPVC pipelines shall be measured continuously and limited to the maximum allowed by the pipe supplier.
- C. Torsion and Stresses: A swivel shall be used to connect the pipeline to the drill pipe to prevent torsional stresses from occurring in the pipe.
- D. Pipeline Support: The pipelines shall be adequately supported during installation so as to prevent overstressing or buckling in accordance with Specification 02773 – Fusible Polyvinylchloride pipe (FPVCP) or the pipe supplier's recommendations. The CONTRACTOR shall provide adequate support/rollers along the stringing area to support the required length of the FPVCP. Support/rollers spacing, roller size/type and number of rollers shall be submitted for review during Horizontal Directional Drill installation and for protection of the FPVCP pipe from damage. Rollers shall be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the pipeline during pullback.
- E. All prepared pipe that is being used for installation shall be adequately supported off the ground along the entire length to avoid damaging of the material during pullback due to ground surface conditions. Surface cuts or scratches greater than or equal to 10% of the wall thickness are not acceptable.
- F. Damaged Pipe: If at any time when the product is pulled back and any exposed areas have a greater than allowable "gouging" or visible marring of the pipe per Specification 02773 – Fusible Polyvinylchloride Pipe, the damaged section shall be removed and replaced by the CONTRACTOR at his expense.
- G. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately prior to joining.
- H. The CONTRACTOR shall at all times handle the FPVCP pipe in a manner that does not overstress the pipe in accordance with Specification 02773 – Fusible Polyvinylchloride Pipe or the manufacture's recommendations. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the FPVCP. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the CONTRACTOR at his expense. The CONTRACTOR shall take appropriate steps during pullback to ensure that the FPVC pipe and tracer wires will be installed without damage.

- I. After the carrier pipe is completely pulled through the tunnel, a sufficient relaxation period as recommended by the specified pipe supplier shall be provided prior to the final pipe tie-in.

3.10 HANDLING, DRILLING FLUIDS AND CUTTINGS

- A. During the drilling, reaming, or pullback operations, the CONTRACTOR shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids must not be discharged into the waterway. When the CONTRACTOR's provisions for storage of the fluids or cuttings on site are exceeded, these materials shall be hauled away to a suitable legal disposal site. The CONTRACTOR shall conduct his directional drilling operation in such a manner that drilling fluids are not forced through the subbottom into the waterway. After completion of the directional drilling work, the entry and exit pit locations and all other areas affected by the directional drilling operation shall be restored to original conditions. The CONTRACTOR shall comply with all permit provisions.
- B. Pits and berms constructed at the entry or exit point area shall be so constructed to completely contain the drill fluid and prevent its escape to the waterway.
- C. As part of the installation plan herein specified, the CONTRACTOR shall submit a drilling fluid plan which details types of drilling fluids, cleaning and recycling equipment, estimated flow rates, pit and berm construction and procedures for minimizing drilling fluid escape.

3.11 LAYOUT OF ENTRY AND EXIT PIT AREAS

- A. The CONTRACTOR shall provide access around the construction staging area identified on the plans to facilitate pedestrian and vehicular access within the property.
- B. The CONTRACTOR shall coordinate with the City and inform property owners of vehicular access to the property driveways during drilling activities. The CONTRACTOR shall submit a staging plan for FPVC stringing prior to pipe pull back for approval by the Engineer in accordance with Section 1.4. The pipe fusing and stringing shall be coordinated with the completing of the bore to limit the amount of time the FPVC pipe string will impact the residents.
- C. The pipes shall be laid and assembled in a manner that does not obstruct adjacent roads or City or Public activities adjacent to the layout areas except as shown otherwise or approved in the staging and layout plan.
- D. The CONTRACTOR shall erect temporary fencing around the entry and at the exit used for construction and pipe staging areas.

3.13 COMPLETION OF DIRECTIONAL DRILLING

- A. In the event of failure to install the directional drilled pipeline, the CONTRACTOR shall retain possession of any CONTRACTOR supplied FPVCP and remove it from the site. The bore holes shall be completely filled with grout to prevent future problems. If the pipe cannot be removed from the bore it shall be cut off 5 feet below ground and the pipe and annular space shall be grouted.

3.14 DISPOSAL OF EXCESS MATERIAL

- A. Where such effort is necessary, cost for groundwater control during the course of the drilling work shall be included in the unit contract price for the work.
- B. Dewatering required during the course of the project to lower water table, to remove standing water, surface drainage seepage, or to protect ongoing work against rising waters or floods shall be considered incidental to the work being performed.
- C. CONTRACTOR shall remove all puddled bentonite (drillers mud), all soil cuttings (suitable and unsuitable material) and dispose of off-site in a legal manner, at no additional cost to the City.

3.15 HYDROFRACTURE MONITORING & EMERGENCY MANAGEMENT PLAN BEST MANAGEMENT PRACTICES (BMPs)

- A. An emergency response shall be rendered by the CONTRACTOR in the event of a bentonite spill (hydrofracture) during directional drill operations utilized during the construction. The CONTRACTOR is responsible for modifying and adding detail to this draft plan, as necessary for the subject project, and submitting it for review and approval prior to work in accordance with Division 1.
- B. The draft bentonite spill management plan is outlined and characterized as follows. The CONTRACTOR will implement all Best Management Practices (BMPs) described in this section to minimize the potential for adverse environmental impacts during the HDD Process. BMPs for erosion control within the staging areas will be implemented and properly maintained at all times during construction of the upland entrance/exit shafts and drilling operations to prevent siltation and turbid discharges in excess of State water quality standards in accordance with Florida Statutes 62-302 F.A.C. Methods will include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding and mulching as appropriate; staged construction; and the installation and maintenance of turbidity screens around the immediate project site when adjacent or near to open water.
- C. The site supervisor/foreman will be familiar with all aspects of the drilling activity including the contents of the Hydrofracture Monitoring Plan. The draft bentonite spill management plan is outlined and characterized as follows. The CONTRACTOR will implement all Best Management Practices (BMPs) described in this section to minimize the potential for adverse environmental impacts during the HDD Process. BMPs for erosion control within the staging areas will be implemented and properly maintained at all times during construction of the upland entrance/exit shafts and drilling operations to prevent siltation and turbid discharges in excess of State water quality standards in accordance with Florida Statutes 62-302 F.A.C. Methods will include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding and mulching as appropriate; staged construction; and the installation and maintenance of turbidity screens around the immediate project site when adjacent or near to open water.
- D. All entry and exit pit locations have been located in uplands. The area contains asphalt roadway with overhead wires. All construction staging will also occur in these upland areas. Exit and entry pits are also a part of the work areas and will be enclosed by silt fences and other sediment and erosion control as appropriate. A spill kit will be onsite and used if a hydrofracture occurs. A vacuum truck will be readily available within fifteen minutes of the job site during all drilling operations at the work site. Containment materials (hay bales, silt fencing, sand bags, hydrofracture spill kits, etc.) will be staged onsite at locations where they are readily available and easily mobilized for immediate use.

in the event of an accidental release of drilling mud (hydrofracture). The site supervisor/foreman will have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The site supervisor/foreman will assure that a copy of this plan is available onsite and accessible to all construction personnel.

E. EQUIPMENT

The site supervisor/foreman will ensure that:

1. All equipment and vehicles are being checked and maintained daily to prevent leaks of hazardous materials.
2. Spill kits and spill containment materials are available onsite at all times and that the equipment is in good working order.
3. Equipment required to contain and clean up a hydrofracture release on land or under water, including vacuum devices and hoses, will either be available at the work site or readily available at an offsite location.
4. Silt fences, absorbent pads and plastic sheeting for placement beneath motorized equipment will be used to protect local waterways or wetlands from engine fluids.
5. Water containing mud, silt, bentonite, or pollutants from equipment washing or other activities will not be allowed to enter adjacent wetlands. The bentonite used in the drilling process will either be disposed of at an approved disposal facility or recycled in an approved manner. Other construction materials and wastes will be recycled, or disposed of, as appropriate.
6. A vacuum truck will be available at a location from which it can be mobilized to the job site within fifteen minutes.

F. TRAINING

Prior to the start of construction, the site supervisor/foreman will ensure that crew members receive training in the following:

1. The provisions of the Hydrofracture Monitoring & Emergency Management Plan, equipment maintenance and site-specific permit and monitoring requirements.
2. Inspection procedures for release prevention and containment equipment and materials.
3. Contactor/crew member responsibilities in the event of a release.
4. Operation of release prevention and control equipment and the location of the release control materials, as necessary and appropriate.
5. Protocols for communication with agency representatives who might be onsite during the clean-up effort.
6. Environmental regulations and requirements (see below)

G. HYDROFRACTURE MONITORING

The following procedures will be followed each day, prior to the start of work. The Hydrofracture Monitoring & Emergency Management Plan will be available onsite throughout construction. The site supervisor/foreman will ensure that a job briefing meeting is held at the start of each day of drilling to review the appropriate procedures to be followed in case of a hydrofracture. Questions will be answered and clarification given on any point about which the drilling crew or other project staff has concerns.

H. PRESSURE MONITORING

Drilling pressures will be closely and continuously monitored to determine the possibility that a hydrofracture is occurring.

Once the drill rig is in place and the drilling begins, the drill operator will stop work whenever the pressure in the drill rig drops or there is a lack of returns in the entrance pit. At this time the site supervisor/foreman will be informed of the potential hydrofracture. The site supervisor/foreman and the drill rig operator(s) will identify the likely location of the hydrofracture. The location of the hydrofracture will be recorded and notes made on the location and measures taken to address the concern. The following subsections will be adhered to when addressing a hydrofracture situation.

Drilling operations will be halted by the drill rig operators immediately upon detection of a drop in drilling pressure or other evidence of a hydrofracture. The clean-up of all spills will begin immediately. The CITY will be notified immediately of any spills and will be consulted regarding clean-up procedures. A spill kit will be onsite and be used if a hydrofracture occurs. A vacuum truck, hose(s), and containment materials such as straw bales, will also be onsite or offsite prior to and during all operations. The information will include the location of the hydrofracture and an estimate of the volume of drilling fluids accidentally released. See the 'Notification' Section below, for all agency points of contact, as well as all information to be included in written reports.

The site supervisor/foreman will be immediately notified. In the event of a hydrofracture, the site supervisor/ foreman will conduct an evaluation of the situation and direct recommended actions in accordance with the following sections.

I. HYDROFRACTURE CONTINGENCY PLAN

1. Field Response to Hydrofracture

The response of the field crew to a hydrofracture release will be immediate and in accordance with procedures identified in this Plan. All appropriate emergency actions that pose additional threats to sensitive resources will be taken, as follows:

- a. Drilling will stop immediately.
- b. At the discretion of the site supervisor/foreman the drill pipe will be pulled back to relieve pressure on hydrofracture.
- c. The site supervisor/foreman will be notified to ensure that management and the safety department is notified, adequate response actions are taken and notifications are made.
- d. The site supervisor/foreman will evaluate the situation and recommend the type and level of response warranted, including the level of notification required.
- e. All agency contacts will be notified as identified in the 'Notification' Section below.
- f. If the hydrofracture is minor, easily contained, has not reached the surface and is not threatening sensitive resources, the properties of the drilling fluids may be changed and/or a loss of circulation material (LCM)

previously approved by the Florida Department of Environmental Protection (FDEP) may be used to eliminate or reduce the severity of the hydrofracture. If a hydrofracture has reached the surface, any material contaminated with bentonite will be removed by hand, contained and properly disposed of, as required by law. A dike or berm may be constructed around the hydrofracture to entrap released drilling fluid, if necessary. Clean sand will be placed and the area returned to pre-project contours.

- g. If a hydrofracture occurs on land, reaches the surface and becomes widespread, the site supervisor/foreman will authorize a readily-accessible vacuum truck or other equipment stored offsite to be mobilized. The vacuum truck or other equipment may be positioned at either end of the line of the drill so that the hydrofracture can be reached by crews on foot, or may be located so that contaminated soils can be vacuumed up or removed.
- h. If possible, a turbidity curtain will be installed surrounding the hydrofracture location. When the area of the hydrofracture is determined, a hydraulic vacuum hose is deployed down to the hydrofracture site within 24 hours. The pump will be turned on and start vacuuming up the bentonite into Dirt Bags. Once a 10-yard bag is filled, it will be placed onto a cargo net, lift bags will be attached to the net, and the filter bag will be brought over to land where it will be picked up and placed it into a waiting dump truck or roll-off container. All clean-up material will be properly disposed of in an approved upland disposal site in accordance with FDEP's solid waste rules and criteria.
- i. Once the site is cleaned up, the area will be photographed and all appropriate agencies will be notified for further instruction, if needed. All of the parties will meet onsite and determine if a chemical plug will be used to attempt to close the hydrofracture or if the bore should be tripped out of the ground and a deeper bore path should be used.

2. Use of Viscosity-Increasing or Leak Stopping Compounds

If the hydrofracture is minor, easily contained, has not reached the surface and is not threatening sensitive resources, the properties, such as viscosity, of the drilling fluids may be changed and/or a leak stopping compound (LCM) will be used to mitigate the hydrofracture. The viscosity of the drilling fluid can be increased by the use of a viscosifier such as Max Gel, which has been approved by FDEP for use as an HDD additive. Max Gel promotes the stability of the bore hole and can more than double the viscosity of the drilling fluid to help control lost circulation. One of the leak-stopping compounds proposed for use in this project, if necessary, is Magma Fiber, which has also been previously approved by FDEP for use as an additive for HDD. Magma Fiber acts to plug voids and fractures encountered along the borehole by forming an interlocking matrix. It has been formulated to migrate to areas of high permeability to seal off voids and control the loss of drilling fluids.

J. NOTIFICATIONS

In the event a hydrofracture reaches a nearby surface water, the CONTRACTOR will immediately notify the appropriate resource agencies. Agencies to be notified include the U.S. Army Corps of Engineers and FDEP. All agency notifications will occur within 24

hours and proper written documentation will be submitted to agencies within 10 business days. The following information will be provided in these written reports:

1. Name and telephone number of person reporting
2. Location of the release
3. Date and time of the release
4. Type, quantity, and estimated size of drilling fluid release
5. How the release occurred
6. The type of activity that was occurring around the area of the hydrofracture
7. Description of any sensitive areas and their location in relation to the hydrofracture
8. Description of the methods used to clean up or secure the site
9. Listing of the current permits obtained for the project

K. CONTINGENCY MITIGATION PLAN

Following the clean-up of a hydrofracture, the CONTRACTOR will conduct an evaluation of the situation and coordinate with all environmental regulatory agencies to develop a mitigation plan to fully offset any impacts to protected benthic and/or aquatic resources. A functional assessment (UMAM) that describes how proposed mitigation would offset both direct and indirect impacts to impacted resources will be prepared as part of a remediation/mitigation plan. The mitigation plan will also include restoration actions and biological monitoring with clearly-defined tasks, schedules and performance standards.

L. RESPONSE CLOSE-OUT PROCEDURES

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the site supervisor/foreman and will include the following:

1. The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into adjacent surface waters, or any other water/drainage structure.
2. All hydrofracture excavation and clean-up sites will be returned to pre-project contours using clean fill for upland areas, as necessary.
3. All containment measures (fiber rolls, straw bales, etc.) will be removed, unless otherwise specified by the site supervisor/foreman.

M. CONSTRUCTION RE-START

For small releases not requiring external notification, drilling may continue if 100-percent containment is achieved through the use of a FDEP-approved leak-stopping compound or redirection of the drill path and the clean-up crew remains at the hydrofracture location throughout the construction period.

END OF SECTION

SECTION 02500 – PAVING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.
- B. Related Work Specified Elsewhere:
 - 1. Section 02580 - Roadway and Pavement Marking

1.02 QUALITY ASSURANCE

- A. 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.
- B. CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.
- C. OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.
- D. 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

- A. 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.
- B. References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

- A. Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.
- B. 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

A. Alignment and Elevations:

1. Establish and maintain alignment and elevations as shown or specified.

B. Weather Limitations:

1. Conform to weather limitations specified for each component of the paving system.

PART 2 – PRODUCTS

2.01 STABILIZED SUBGRADE

- A. Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 914 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

- A. 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.
- B. 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 LIMEROCK BASE COURSE

- A. Limerock materials for the construction of base courses shall conform to the requirements of Section 230 of the “Standard Specifications”.

2.04 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

- A. Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, as further clarified in Section TP of the project specifications.
- B. The use of recycled asphaltic concrete will not be allowed for any purpose without written permission of the ENGINEER.
- C. 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.
- D. The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.05 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

- A. Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, latest Edition.

2.06 CONCRETE CURB AND CURB AND GUTTER

- A. 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", latest Edition.

PART 3 – EXECUTION

3.01 INSPECTION

- A. 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

- A. The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the "Standard Specifications".
- B. 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", Section 160. 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.
- C. 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

- A. 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.
- B. 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.
- C. At least 97% (by weight) of the material shall pass a 3 1/2-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.
- D. 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 LIMEROCK BASE COURSE

- A. Limerock base course shall be constructed in accordance with the requirements of and to the tolerances shown in Section 230 of the "Standard Specifications".

3.05 ASPHALTIC CONCRETE PAVING

- A. Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with Section TP of these Specifications.

3.06 PRIME AND TACK COATS

- A. Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of Section 300 of the "Standard Specifications", latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

- A. Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the "Standard Specifications", latest Edition.

END OF SECTION

SECTION 02580 – ROADWAY AND PAVEMENT MARKING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes roadway and parking marking as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

- A. Standards
 - 1. Materials and workmanship shall conform to the requirements of the following:
 - a. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition, hereinafter called the Standard Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Lane Marking Paint
 - 1. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.
 - 2. Color: White or Yellow as required.
- B. 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

- A. Cleaning: Sweep and clean the surface to eliminate loose material and dust.
- B. 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. Replace all traffic striping to match existing stripes, including sidewalk crossing striping.
- C. Width of Stripe: Unless otherwise shown or directed by the ENGINEER, stripes shall be 6 inches wide; stop bars shall be 24 inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

- A. 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 to the CONTRACTOR will be made.

END OF SECTION

SECTION 02600 – MECHANICAL – GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. All equipment furnished and installed under this Contract shall conform to the general stipulations set forth in this Section except as otherwise specified in other Sections.
2. CONTRACTOR shall coordinate all details of equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. CONTRACTOR shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Contract Drawings or Specifications.

B. Related Work Described Elsewhere: Other sections directly referenced in this section include the following:

1. General Requirements: Division 1.
2. Concrete: Division 3 (if applicable).
3. Painting: Division 9 (if applicable).

C. Contract Drawings and Specifications: The Contract Drawings and Specifications shall be considered as complementary, one to the other, so that materials and work indicated, called for, or implied by the one and not by the other shall be supplied and installed as though specifically called for by both. The Contract Drawings are to be considered diagrammatic, not necessarily showing in detail or to scale all of the equipment or minor items. In the event of discrepancies between the Contract Drawings and Specifications, or between either of these and any regulations or ordinances governing work of these specifications, the bidder shall notify the Owner/Engineer in ample time to permit revisions.

1.02 QUALITY ASSURANCE

A. Materials and Equipment: Unless otherwise specified, all materials and equipment furnished for permanent installation in the work shall conform to applicable standards and specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the CONTRACTOR for any purpose other than that intended or specified, unless such use is specifically authorized in writing by the OWNER. No material shall be delivered to the work site without prior acceptance of drawings and data by the Owner/Engineer.

B. Equivalent Materials and Equipment:

1. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Owner/Engineer to determine that the products proposed are equivalent to those named. Such items shall be submitted for review in accordance with the General Conditions.

2. Requests for review of equivalency will not be accepted from anyone except the CONTRACTOR and such requests will not be considered until after the Contract has been awarded.
- C. Governing Standards: Equipment and appurtenances shall be designed in conformity with ANSI, ASME, ASTM, IEEE, NEMA, OSHA, AGMA, and other generally accepted applicable standards. They shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions or operations. All bearings and moving parts shall be adequately protected against wear by bushings or other acceptable means. Provisions shall be made for adequate lubrication with readily accessible means.
- D. Tolerances: Machinery parts shall conform to the dimensions indicated on the drawings within allowable tolerances. Protruding members such as joints, corners, and gear covers shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be rounded or chamfered.
- E. Clearances: Ample clearances shall be provided for inspection and adjustment. All equipment shall fit the allotted space and shall leave reasonable access room for servicing and repairs. Greater space and room required by substituted equipment shall be provided by the CONTRACTOR and at his expense.
- F. Testing:
 1. When the equipment is specified to be factory tested, the results of the tests shall be submitted to the Owner/Engineer and approval of the test results shall be obtained before shipment of the equipment.
 2. When an item of equipment, including controls and instrumentation, has been completely erected, the CONTRACTOR shall notify the Owner/Engineer, who will designate a time to make such tests as required, and operate the item to the satisfaction of the Construction Inspector. All testing shall be done in the presence of the Construction Inspector. "Completely erected" shall mean that the installation is erected, all necessary adjustments have been made, all required utility connections have been made, required lubricants and hydraulic fluid have been added and the unit has been cleaned and painted.
- G. Pressure Test:
 1. After installation, all piping shall be pressure tested. Piping shall be tested in accordance with Section 02661: Pressure Testing of Piping.
 2. All tests shall be made in the presence of and to the satisfaction of the Construction Inspector and also, to the satisfaction of any local or state inspector having jurisdiction.
 - a. Provide not less than three days notice to the Construction Inspector and the authority having jurisdiction when it is proposed to make the tests.
 - b. Any piping or equipment that has been left unprotected and subject to mechanical or other injury in the opinion of the Construction Inspector shall be retested in part or in whole as directed by the Construction Inspector.
 - c. The piping systems may be tested in sections as the work progresses but no joint or portion of the system shall be left untested.
 3. All elements within the system that may be damaged by the testing operation shall be removed or otherwise protected during the operation.

4. All defects and leaks observed during the tests shall be corrected and made tight in an approved manner and the tests repeated until the system is proven tight.
5. Repair all damage done to existing or adjacent work or materials due to or on account of the tests.
6. Provide test pumps, gauges, or other instruments and equipment required for the performance of all tests. Provide all temporary bracing, test plugs, additional restraint, and thrust blocking which may be required for test pressures above normal working pressures.
7. All tests shall be maintained for as long a time as required to detect all defects and leaks but not less than the duration specified for each type of pipe or piping system in this Division.

H. Failure of Test:

1. Defects: Any defects in the equipment, or deviations from the guarantees or requirements of the Specifications, shall be promptly corrected by the CONTRACTOR by replacements or otherwise. The decision of the Owner/Engineer as to whether or not the CONTRACTOR has fulfilled his obligations under the Contract shall be final and conclusive. If the CONTRACTOR fails to correct any defects or deviations, or if the replaced equipment when tested shall fail again to meet the guarantees or specified requirements, the OWNER, notwithstanding his having made partial payment for work and materials which have entered into the manufacturer for such equipment, may reject that equipment and order the CONTRACTOR to remove it from the premises at the CONTRACTOR'S expense.
2. Rejection of Equipment: In case the OWNER rejects a particular item of equipment, then the CONTRACTOR hereby agrees to repay to the OWNER all sums of money paid to him to deliver to the CONTRACTOR a bill of sale of all his rights, title, and interest in and to the rejected equipment provided, however that the equipment shall not be removed from the premises until the OWNER obtains from other sources other equipment to take the place of that rejected. The bill of sale shall not abrogate the OWNER'S right to recover damages for delays, losses or other conditions arising out of the basic Contract. The OWNER hereby agrees to obtain the alternate equipment within a reasonable time and the CONTRACTOR agrees that the OWNER may use the original equipment furnished by him without rental or other charge until the other equipment is obtained.

- I. Responsibility During Tests: The CONTRACTOR shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

J. Acceptance of Materials:

1. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and acceptance of the OWNER. No material shall be delivered to the work without prior submittal approval of the Owner/Engineer.
2. The CONTRACTOR shall submit to the Owner/Engineer data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Owner/Engineer to identify the particular product and to form an opinion as to its conformity to the Specifications.
3. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the CONTRACTOR. If the Owner/Engineer requires, either prior to beginning or during the progress of the work, the CONTRACTOR shall submit samples of materials for such special test as may be necessary to demonstrate that they conform to the Specification. Such sample shall be furnished, stored, packed,

and shipped as directed at the CONTRACTOR'S expense. Except as otherwise noted, the OWNER will make arrangements for and pay for tests.

4. The CONTRACTOR shall submit data and samples sufficiently early to permit consideration and acceptance before materials are necessary for incorporation in the work.

K. Safety Requirements:

1. In addition to the components shown and specified, all machinery and equipment shall be safeguarded in accordance with the safety features required by the current codes and regulations of ANSI, OSHA, and local industrial codes.
2. The CONTRACTOR shall provide for each V-belt drive or rotating shaft a protective guard which shall be securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements.
3. For double inlet fans, the belt guard shall be arranged so as not to restrict the air flow into the fan inlet. Guards shall not interfere with lubrication of equipment.

1.03 SUBMITTALS (See Section 01310: Administrative Requirements)

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaging: All equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.
- B. Protection: All machined surfaces and shafting shall be cleaned and protected from corrosion by the proper type and amount of coating necessary to assure protection during shipment and prior to installation. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage as specified in Sections 09900: Painting and Special Coatings and 09905: Piping and Equipment Identification System (if applicable). All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner/Engineer.
- C. Lubrication: Grease and lubricating oil shall be applied to all bearings and similar items as necessary to prevent damage during shipment and storage.
- D. Marking: Each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.
- E. Fabricated sub-assemblies, if any, shall be shipped in convenient sections as permitted by carrier regulations and shall be properly match-marked for ease of field erection.
- F. Responsibility:
 1. The CONTRACTOR shall be responsible for all material, equipment, and supplies sold and delivered to the site under this Contract until final inspection of the work and acceptance thereof by the OWNER. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace same without additional cost to the OWNER.
 2. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do

so has been given, the OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR'S Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

G. Delivery: The CONTRACTOR shall arrange deliveries of products in accordance with construction schedules and coordinate to avoid conflict with work and condition at the site.

1. The CONTRACTOR shall deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, the CONTRACTOR shall inspect shipments to assure compliance with requirements of Contract Documents and accepted submittals, and that products are properly protected and undamaged.
3. Under no circumstances shall the CONTRACTOR deliver equipment to the site more than one month prior to installation without written authorization from the Construction Inspector. Operation and maintenance data shall be submitted to the Owner/Engineer for review prior to shipment of equipment.

H. Storage and Protection of Products:

1. The CONTRACTOR shall furnish a covered, weather-protected storage structure providing a clean, dry noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "Instructions for Storage" of each equipment supplier and manufacturer including connection of space heaters, and placing of storage lubricants in equipment. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
 - a. The CONTRACTOR shall store products subject to damage by the elements in weathertight enclosures.
 - b. The CONTRACTOR shall maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - c. The CONTRACTOR shall store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. The CONTRACTOR shall cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - d. The CONTRACTOR shall store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
2. All materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.
3. Cement, sand, lime shall be stored under a roof and off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt, or grease, and in a position to prevent accumulations of standing water, staining, chipping, or cracking. Brick, block, and similar masonry

- products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
4. All materials which, in the opinion of the Construction Inspector, have become damaged and are unfit for the use intended or specified, shall be promptly removed from the site of the work, and the CONTRACTOR shall receive no compensation for the damaged material or its removal.
 5. The CONTRACTOR shall arrange storage in a manner to provide easy access for inspection. The CONTRACTOR shall make periodic inspections of stored products to assure products are maintained under specified conditions, and free from damage or deterioration.
 6. Protection After Installation: The CONTRACTOR shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. The CONTRACTOR shall remove covering when no longer needed.

1.05 WARRANTY AND GUARANTEES

- A. The manufacturer's written warranty shall be submitted for all major pieces of equipment, as specified in Section 01740: Warranties. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S correction period for one year after the time of completion and acceptance.

PART 2 – PRODUCTS

2.01 FABRICATION AND MANUFACTURE

- A. Workmanship and Materials:
 1. CONTRACTOR shall guarantee all equipment against faulty or inadequate design, improper assembly or erection, defective workmanship or materials, and leakage, breakage or other failure. Materials shall be suitable for service conditions.
 2. All equipment shall be designed, fabricated, and assembled in accordance with recognized and acceptable engineering and shop practice. Individual parts shall be manufactured to standard sizes and gages so that repair parts, furnished at any time, can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall not have been in service at any time prior to delivery, except as required by tests.

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02616 – DUCTILE IRON PIPE AND FITTINGS FOR PRESSURE SERVICE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide and install ductile iron pipe of the sizes and in the locations shown on the Drawings and as specified herein.
- B. Related Work Described Elsewhere:
 - 1. Earthwork: Section 02200.
 - 2. Mechanical - General Requirements: Section 02600.
 - 3. Pressure Testing of Piping: Section 02661.

1.02 QUALITY ASSURANCE

- A. Standards (as applicable):
 - 1. Cement mortar lining for water: ANSI 21.4.
 - 2. Rubber gasket joints: ANSI 21.11.
 - 3. Ductile iron pipe thickness: ANSI A 21.50.
 - 4. Ductile iron pipe centrifugally cast in metal or sand lined molds: ANSI A 21.51.
 - 5. D.I. pipe flanges and fittings: ANSI B 16.1.
 - 6. Threaded flanges: DIPRA standard.
 - 7. Cast and ductile iron fittings: ANSI A 21.10.
 - 8. Ceramic epoxy lining: ASTM E96-93, ASTM B117-85, ASTM G95-87, ASTM D714-87.
- B. Qualifications: All ductile iron pipe and ductile iron fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacture of the materials to be furnished. The pipe and fittings shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable.
- C. Manufacturer: Pipe shall be as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, McWane Cast Iron Pipe Company or equal.

1.03 SUBMITTALS

- A. Shop Drawings, including layouts within, and under buildings and structures shall be submitted to the Project Manager for approval in accordance with Section 01310: Administrative Requirements. Shop Drawings shall be prepared by the pipe manufacturer.
- B. Tabulated layout schedule including:
 - 1. Order of installation and closures.
 - 2. Pipe top elevation and station at each change of grade and alignment.
 - 3. Elements of curves and bends, both in horizontal and vertical alignment, including elements of the resultant true angular deflections in cases of combined curvature.
 - 4. The limits of each reach of pipe thickness class and of restrained joints.
 - 5. The limits of each reach of concrete encasement or encasement in casing.
 - 6. Locations of closures for length adjustment and for construction convenience.
 - 7. Locations of manholes and other points of access for placement of mortar lining at field joints and removal of test bulkheads.

- 8. Locations of valves and other mechanical equipment.
 - 9. Methods and locations of supports.
 - C. Details of special elbows and fittings.
 - D. Calculations and/or test data demonstrating that the proposed restrained joint arrangement can transmit the required forces.
 - E. Copy of the manufacturer's quality control check of pipe material and production.
 - F. Provide an affidavit of compliance with AWWA standards referenced in this specification.
- 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. All pipe shall be shipped and stored at the jobsite with wood lagging between pipes such that pipes do not make contact with one another.
 - B. Exercise extra care when handling cement lined pipe because damage to the lining will render it unfit for use.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Pipe: Ductile Iron Pipe conforming to ANSI A21.51 and AWWA C-151 for buried pipe, ANSI B16.1/AWWA C153 for compact fittings and ANSI 21.15 and AWWA C-115 for flanged pipe.
 - 1. Unless otherwise shown on the Drawings, the minimum thickness of ductile iron pipe shall be:
 - a. For buried pipe 12" and less: Pressure Class 350.
 - b. For buried pipe 14" and greater: Pressure Class 250.
 - c. For pipe with flanges (all above grade or exposed piping): Class 53.
 - 2. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
 - 3. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the coupling manufacturer.
 - 4. Pipe shall be supplied in lengths not in excess of 20 feet having rubber-ring type push-on joints, standard mechanical joints or restrained joints where required for underground piping and flanged joint piping for all above grade piping as shown on the Drawings.
 - 5. Coatings and Linings
 - a. Exterior of pipe and fittings:
 - (1) Buried pipe and fittings: factory applied bituminous coating or coal tar varnish or asphalt base paint, one-mil thick in accordance with AWWA C-151.
 - (2) Exposed pipe and fittings: factory applied coating of an universal rust-inhibitive primer 2.0 mils dry thickness in accordance with AWWA C-115.
 - b. Interior of pipe and fittings (unless indicated otherwise on Drawings):

- (1) Potable water and reuse water: cement lining in accordance with ANSI A21.4 and AWWA C-104.
- B. Fittings: All ductile iron pipe fittings for process piping shall be cast iron or ductile iron with a minimum pressure rating as follows:
 1. All fittings shall be Class 125 (ANSI B16.1) unless otherwise specifically noted. Determine the pressure rating of the fittings based on the test pressures as shown in Section 02661: Pressure Testing of Piping, as follows:
 - a. Cast iron fittings:
 - (1) 3 to 12 inch up to 200 psi.
 - (2) Greater than 12-inch up to 150 psi.
 - (3) Coatings and linings for fittings shall be the same as for pipe material for each type of service.
 - b. Ductile iron fittings: For pressure ratings greater than shown for cast iron fittings, use ductile iron fittings of the pressure class rating required, i.e., 250 or 350 pressure rating.
 2. Grooved-end fittings shall conform to AWWA C110 and ANSI B16.1 with grooved ends conforming to AWWA C606, radius cut rigid joints. Fitting material shall conform to ASTM A 48, Class 30, or ASTM A 126, Class B.
- C. Joints (as shown on the Drawings and/or as specified):
 1. General: Joints in "runs" of above grade piping or piping located in vaults and structures shall be rigid radius grooved end or flanged. Joints in "runs" of buried piping shall be of the push-on or mechanical-joint type per AWWA C111 or factory restrained joints, except where flanged or grooved end couplings joints are required to connect to valves, meters, and other equipment.
 2. Grooved-End Couplings:
 - a. Grooved-end couplings shall be malleable iron, ASTM A 47 (Grade 32510), or ductile iron, ASTM A 536 (Grade 65-45-12).
 - b. Bolts: ASTM A 183, 110,000 psi tensile strength.
 - c. Gaskets: Halogenated butyl rubber or EPDM for water service and Buna-N for sewage service, conforming to ASTM D 2000.
 - d. Couplings: AWWA C606 for rigid radius ductile-iron pipe. Couplings shall be Victaulic Style 31, Gustin-Bacon No. 500, or equal.
 - e. Grooved-end adapter flanges for piping having an operating pressure of 150 psi and less shall be Victaulic Style 341, or equal. Flange dimensions shall conform to ANSI B16.1 Class 125.
 3. Flanges:
 - a. Flanges shall be Class 125 per ANSI B16.1 unless otherwise specifically noted. Determine the pressure rating of the fittings based on the test pressures shown in Section 02661: Pressure Testing of Piping.

- b. Gaskets: Fullface, 1/8 inch thick, cloth-inserted rubber: Johns-Manville No. 109, John Crane Co. Style 777, American Toru Seal or equal. Gaskets shall be suitable for a water pressure of 350 psi at a temperature of 180 degrees Fahrenheit (°F).
 - c. Bolts and Nuts for Flanges
 - (1) Bolts and nuts for flanges, flanges in open vaults and structures, and flanges located outdoors above ground shall be Type 316 stainless steel conforming to ASTM A 193, Grade B8 for bolts, and ASTM A 194, Grade 8 for nuts. Bolts and nuts greater than or equal to 1 inch shall be carbon steel, ASTM A 307, Grade B, with cadmium plating, ASTM A 165, Type NS.
 - d. Provide specially drilled flanges when required for connection to existing piping or special equipment.
 - e. Flanges shall be long-hub type screwed tightly on pipe by machine at the foundry prior to facing and drilling. Flange faces shall be coated with a rust inhibitor immediately after facing and drilling. Field assembled screwed on flanges are prohibited.
4. Push-on and Mechanical Joint (ANSI A21.11):
- a. The plain ends of push-on pipe shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
 - b. Provide gaskets manufactured from a composition material suitable for exposure to the liquid to be contained within the pipe.
 - c. Each joint shall be complete with rubber gasket, cast iron gland and all required bolts and nuts.
5. Restrained Joints:
- a. Acceptable methods of thrust restraint are restrained "lock type" joints manufactured by the pipe manufacturer or restraint mechanisms utilizing a multiple wedge design (Megalug, or equal). Set screws will not be allowed.
 - b. Pipe joints shall be restrained type as accepted by the Owner/Engineer and equal to American Flex-Ring or Lok-Ring by American Cast Iron Pipe Company. Restrained joints that require field welding or requiring set screws will not be acceptable.
 - c. Pipe joints shall be restrained each side of the fitting for a continuous distance in accordance with DIPRA "Thrust Restraint Design for Ductile Iron Pipe". Distance restrained shall be based on sand-silt soil type, 3.0 feet of cover and Type 2 laying condition.
 - d. Bolts and nuts for restrained joints shall be Corten, low alloy, high strength steel.

2.02 PIPING ACCESSORIES

A. Outlets:

1. For outlets larger than 2 inches, provide a tee with a flanged outlet.
2. Provide outlets 2 inches and smaller by tapping and attaching a service clamp. Service clamps shall be as specified herein.

B. Polyethylene Encasement:

1. Polyethylene encasement shall be installed on all ductile iron pipe and fittings within the areas indicated on the Drawings or as directed by the Owner/Engineer. The bags shall be color coded and in accordance with AWWA C105.

PART 3 – EXECUTION

3.01 INSPECTION AND TESTING

A. All pipe shall be inspected and tested at the foundry.

B. The OWNER shall have the right to have any or all piping, fittings or special castings inspected and tested by an independent testing agency at the foundry or elsewhere. Such inspection and testing will be at the OWNER'S expense.

C. Mark as rejected and immediately remove from the job site, all pipe lengths showing a crack, damaged lining, or receiving a severe blow that may cause an incipient fracture, even though no such fractures can be seen.

D. Removal of cracked portions:

1. Any pipe showing a distinct crack, but no incipient fracture beyond the limits of the visible crack, may be cut off and the sound portion installed. Cut the pipe at least 12 inches from the visible limits of the crack. Cutting of pipe shall be done by skilled workmen, and in such a manner as to not damage the pipe. Every cut shall be square and smooth, with no damage to the pipe lining. Cut surfaces, shall be recoated as specified for the pipe.

E. Carefully inspect and hammer test all pipe and fittings prior to installation.

3.02 INSTALLATION

A. Assembling joints:

1. Push-on joints:

- a. Insert the gasket into the groove of the bell.
- b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
- c. Insert the chamfered end of the spigot end into the gasket and push until it seats against the bottom of the bell.

2. Grooved end joints:

- a. Install grooved end pipe and fittings in accordance with the coupling manufacturer's recommendations and the following.
- b. Clean loose scale, rust, oil, grease, and dirt from the pipe or fitting groove before installing coupling. Apply the coupling manufacturer's gasket lubricant to the gasket exterior, including lips, pipe ends, and housing interiors.
- c. Fasten coupling alternately and evenly until coupling halves are seated. Use torques as recommended by the coupling manufacturer.

3. Flanged joints:

- a. Bolt holes of flanges shall straddle the horizontal and vertical centerlines of the pipe. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing; lubricate bolts with oil and graphite.
- b. Insert the nuts and bolts (or studs) finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper torque.
- c. Execute care when tightening joints to prevent undue strain upon valves, pumps and other equipment.
- d. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reset or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

4. Mechanical joints:

- a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
- b. Lubricate the gasket, bell and spigot by washing with soapy water.
- c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
- d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
- e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joints to the proper tension with a torque wrench.

5. Restrained Joints:

- a. Follow manufacturer's instructions for particular joint installed.

B. Fabrication:

1. Tapped connections:

- a. Make all tapped connections as shown on the Drawings or as directed by the Owner/Engineer.
 - b. Make all connections watertight and of adequate strength to prevent pullout.
 - c. Drill and tap normal to the longitudinal axis of the pipe.
2. Cutting:
- a. Perform all cutting with machines having rolling wheel cutters or knives designed to cut ductile iron. The use of a hammer and chisel to cut pipe is prohibited.
 - b. After cutting, examine all cut ends for possible cracks.
 - c. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.
- C. Installing Buried Piping:
- 1. Inspect each pipe and fitting before lowering the buried pipe or fitting into the trench. Inspect the interior and exterior protective coatings. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
 - 2. Handle pipe in a manner to avoid any damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
 - 3. When installing piping in trenches, do not deviate more than one inch from line or 1/4 inch from grade. Measure for grade at the pipe invert.
 - 4. Grade the bottom of the trench by hand to the line and grade to which the pipe is to be laid, with allowance for pipe thickness. Remove hard spots that would prevent a uniform thickness of bedding. Before laying each section of the pipe, check the grade with a straightedge and correct any irregularities found. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between bell holes, except that the grade may be disturbed for the removal of lifting tackle.
 - 5. At the location of each joint, dig bell (joint) hole dimensions in the bottom of the trench and at the sides to permit visual inspection of the entire project.
 - 6. Keep the trench in a dewatered condition during pipe laying in accordance with Section 02240: Dewatering (During Construction).
 - 7. When the pipe laying is not in progress, including the noon hours, close the open ends of pipe. Do not permit trench water, animals, or foreign material to enter the pipe.
 - 8. Polyethylene encasement shall be installed in accordance with the manufacturer's instructions, or in a manner acceptable to the Owner/Engineer. Polyethylene encasement shall overlap the upstream joint by 2 feet and shall be adhered to said joint with 2-inch wide marking tape color-coded to reflect the use of the pipe. Upon installation of the encasement, any slacks, cuts or damaged portions of the polyethylene encasement shall be securely mended with tape.
 - 9. Backfill material shall be the same as specified for pipe without polyethylene encasement; however, extra care should be taken that the backfill be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the encasement. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill.
 - 10. Because exposure to sunlight will deteriorate polyethylene film, such exposure prior to backfilling the wrapped pipe shall be kept to a minimum.

D. Installing Interior Piping

1. All piping and fittings shall be installed true to alignment and rigidly supported thrust anchors shall be provided where required. Any damage to linings shall be repaired to the satisfaction of the Owner/Engineer before the pipe is installed. Each length of pipe shall be cleaned out before erection.
2. Sleeves shall be installed of proper size for all pipes passing through floors or walls as shown on the Drawings. Where indicated on the Drawings, or required for liquid or gas-tightness, the pipe shall be sealed with mechanical seal equal to Link-Seal as manufactured by Thunderline Corp., Wayne, Michigan.
3. Concrete inserts for hangers and supports shall be furnished and installed in the concrete as it is placed. The inserts shall be, in accordance with the requirements of the piping layout and jointing method and their locations shall be verified from approved piping layout drawings and the structural drawings.
4. Except as otherwise shown on the Drawings either split type couplings or flange joints may be used. Prior to approval of jointing, method layouts for hanger and supports shall be submitted to the Owner/Engineer for approval.
5. Flanged joints shall be made with bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped.
6. All pipe and appurtenances connected to equipment shall be supported in such a manner as to prevent any strain being imposed on the equipment. When manufacturers have indicated requirements that piping loads shall not be transmitted to their equipment, a certification shall be submitted stating that such requirements have been complied with.

E. Pipe deflection:

1. Push-on and mechanical joints:
 - a. The maximum permissible deflection of alignment at joints, in inches, for 20 foot lengths:

Size of Pipe (in.)	Push-On	Mechanical	
		Defl. (in.)	Defl. (angle)
4	19	34	
6	21	30	
8	21	22	
10	21	22	
12	21	22	
14	21		3°-35'
16	21		3°-35'
18	21		3°-00'
20	21		3°-00'
24	21		2°-23'

- b. The maximum permissible deflections for other lengths shall be in proportion to the above deflections.
2. Flexible and restrained joints: The maximum deflection in any direction shall not exceed the manufacturer's instructions and recommendations.

3.03 CLEANING AND FLUSHING

- A. Prior to the pressure and leakage tests, all piping shall be thoroughly cleaned of all dirt, dust, oil, grease, and other foreign matter.

- B. All lines shall be thoroughly flushed and pigged with clean water to clear all lines of foreign matter.

3.04 FIELD TESTING

- A. All field tests shall be made in the presence of the Owner/Engineer. Except as directed otherwise, all pipelines shall be tested. Pipelines laid in excavation (other than trench excavation) or embedded in concrete, shall be tested prior to backfilling of the excavation or placing of the concrete.
- B. Pressure testing of pipe shall be performed in accordance with Section 02661: Pressure Testing of Piping, herein.

3.05 DISINFECTION

- A. All water pipes and fittings of whatever size and wherever installed on potable water lines shall be thoroughly disinfected prior to being placed in service. Disinfection shall follow the applicable provisions of the procedure established for the disinfection of water mains in AWWA C-651, latest edition, shall be in accordance with both state and local requirements, and shall be in accordance with Section 02650: Disinfection.

END OF SECTION

SECTION 02620 – HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide and install high density, high molecular weight polyethylene (HDPE) pipe and fittings of the sizes and in the locations shown on the Drawings and as specified for use in directional drilling.
- B. Related Work:
 - 1. General Conditions.
 - 2. Earthwork: Section 02200.
 - 3. Directional Drilling: Section 02446.
 - 4. Pressure Testing of Piping: Section 02661.

1.02 STANDARDS

- A. Pipe 1/2 inches through 3 inches shall conform to AWWA C901 and the Specifications.
- B. Pipe and fittings 4 inches through 63 inches shall conform to AWWA C906 and the Specifications.

1.03 SUBMITTALS

- A. Submit shop drawings in accordance with General Conditions.
- B. Submit manufacturer's recommended method for butt-fusing joints.
- C. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM D2837.
- D. Provide certification that the material is listed by the Plastic Pipe Institute in PPI TR-3 with a hydrostatic design basis of 1600 psi at 73 °F. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.
- E. The manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these Specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.
- F. Submit certified lab data to verify specified physical properties. Certify that tests are representative of pipe supplied for this project.
- G. Submit affidavit of compliance with referenced standards (e.g., AWWA C901, C906, etc.).
- H. Submit qualification certificates for operators of heat fusion equipment.
- I. Submit schedule for placement of and removal of test bulkheads.
- J. Submit certification that materials intended to contact potable water are listed under NSF 61.

1.04 INSPECTION

- A. All materials and installation furnished under this specification are subject to inspection by the OWNER'S Representative.

1.05 QUALITY AND WORKMANSHIP

- A. The pipe and fitting manufacturer's production facilities shall be open for inspection by the OWNER or his designated agents. During inspection, the manufacturer shall demonstrate that the facilities are capable of manufacturing the pipe and fittings required by this specification, that a quality control program meeting the minimum requirements of ASTM D3035 and ASTM F714 is in use, and that facilities for performing the test required by this specification are in use.

1.06 QUALIFICATION OF FUSION OPERATORS

- A. Each operator performing fusion joining shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by the following:
 - 1. Appropriate training or experience in the use of the fusion procedure.
 - 2. Making a sample joint according to the procedure that passes the following inspection and tests:
 - a. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the procedure; and
 - b. The joint shall be tested or examined by one of the following methods:
 - (1) Pressure and tensile test as described in 49 CFR 192.283; or
 - (2) Ultrasonic inspection and found to be free of flaws that would cause failure; or
 - (3) Cut into at least three longitudinal straps, each of which is:
 - (a) Visually examined and found to be free of voids or unbonded areas on the cut surface of the joint, and
 - (b) Deformed by bending, torque, or impact and if failure occurs, it must not initiate in the joint area.
 - c. Each operator shall be requalified under the procedure, if, during any 12-month period, he:
 - (1) Does not make any joints under the procedure; or
 - (2) Has three joints or three percent of the joints he has made, whichever is greater, that are found unacceptable by testing under 49 CFR 192.513.

1.07 DELIVERY, STORAGE AND HANDLING

- A. On site pipe storage shall meet all manufacturers' requirements.
- B. Transport individual pipe lengths to the job site on padded bunks with nylon tie-down straps or padded bonding to protect the pipe. Coiled HDPE pipe shall be stored in a manner to ensure safety. Protect the pipe from sharp objects. Anchor pipe securely to prevent slippage.

- C. Store individual pipe lengths on earth berms or timber cradles in the numerical order of installation. Stack the heaviest series of pipe at the bottom. Do not stack pipe in excess of 20 rows high.
- D. Protect the pipe from stones and sharp objects.
- E. Store fittings in their original cartons.
- F. Lift pipes with handling beams or wide belt slings near the middle of joints as recommended by the pipe manufacturer. Do not use cable slings, chains, or hooks.
- G. Before installation, check pipe and fittings for cuts, scratches, gouges, buckling, kinking, or splitting. Remove any pipe section containing defects by cutting out the damaged section in a complete cylinder.

PART 2 – PRODUCTS

2.01 TRANSMISSION PIPE

- A. Four-inch (4") pipe and larger shall have a ductile iron pipe OD with a minimum dimension ratio (DR) of 11. The dimension ratio shall be verified by the Contractor based on the pipe pull strength and the pressure rating of the pipe supplied shall be pressure class 200 for water main, in accordance with Table 5 of AWWA C906. The pipe shall be homogenous throughout and free of visible cracks, holes, voids, foreign inclusions, or other deleterious defects and shall be identical in color, density, melt index, and other physical properties throughout.
- B. Pipe shall have a minimum hydrostatic design basis (HDB) of 1,600 psi, as determined in accordance with ASTM D2837.
- C. Pipe Material:
 - 1. Pipes shall be marked in accordance with AWWA requirements (C901 Section 2.4 or C906 Section 3.1, as appropriate).
 - 2. All HDPE pipe shall be manufactured with a continuous stripe representing the following:
 - a. Water Main – blue
 - b. Force Main or Sewer Main – green
 - c. Reuse Main – lavender
 - d. Raw Water Main – white
 - 3. The stripe shall appear on three sides of the pipe running the entire length and shall be 3/4 inch in height.
 - 4. Materials used for the manufacture of polyethylene pipe and fittings shall be very high molecular weight, high density ethylene / hexene copolymer PE 3408 polyethylene resin meeting the physical property and pipe performance requirements listed below:

Property	Specification	Units	Minimum Values
Material Designation	PPI/ASTM	--	PE 3408
Material Classification	ASTM D1248	--	III C 5 P34
Cell Classification	ASTM D3350	--	345434C
Hardness	ASTM 32240	Shore "D"	64
Compressive Strength (Yield)	ASTM D695	psi	1,600
Tensile Strength @ Yield (Type IV Spec.)	ASTM D638 (2"/min.)	psi	3,200
Elongation @ Yield	ASTM D638	%, min.	8
Tensile Strength @ Break (Type IV Spec.)	ASTM D638	psi	3,500
Elongation @ Break	ASTM D638	%, min.	600
Modulus of Elasticity	ASTM D638	psi	110,000
ESCR:			
(Cond A, B, C: Mold. Slab)	ASTM D1693	Fo, Hrs.	Fo>5,000
(Compressed Ring)	ASTM F1248	F50, Hrs.	F50>1,000
Slow Crack Growth	Battelle Method	Days to Failure	Fo>32
Impact Strength			
(IZOD) (.125" THK)	ASTM D256	in-lb/in	
	(Method A)	Notch	42
Linear Thermal Expansion Coef.	ASTM D696	in/in/°F	1.2 x 10-4
Thermal Conductivity	ASTM C177	BTU, In/Ft2/hrs/°F	2.7
Brittleness Temp.	ASTM D746	°F	<-180
Vicat Soft. Temp	ASTM D1525	°F	+257
NSF Listing	Standard 61	--	"Listed"

5. The pipe shall be extruded from pre-compounded resin. In-plant blending of resin is unacceptable.

2.02 SERVICE PIPE

- A. One-half inch (1/2") to three-inch (3") pipe and tubing shall be pressure class 200, NSF approved, DR9, and meet PE 3408 material composition and ASTM D1248. Tubing shall be ENDOT Endopure or approved equal.

2.03 NIPPLES AND FLANGED STUB ENDS

- A. Short nipples and stub ends shall be of the same material as the HDPE pipe.

2.04 FITTINGS

- A. Fittings for pipe 2-inch and smaller shall be made from material meeting the same requirements as the pipe. Fittings shall be fabricated by the manufacturer of the pipe.
- B. Fittings for pipe 2-inch and smaller shall meet the appropriate AWWA standard for the size involved (C901 or C906) and shall be Pressure Class 200 for water main.

- C. Molded fittings for pipe 2-inch and smaller shall be manufactured in accordance with ASTM D3261 and shall be so marked.
- D. Mechanical fittings shall be used for pipe 4-inch and larger and shall be specifically designed for use with HDPE pipe.

2.05 JOINTS

- A. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer.
- B. Butt fusion joining shall result in a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used. Flanges, unions, grooved-couplers, transition fittings, and some mechanical couplers may be used to connect HDPE pipe mechanically without butt fusion only where shown in the Drawings.
- C. Ductile Iron to HDPE Connections.
 - 1. Flanged connections between ductile iron pipe or fittings and HDPE pipe or fittings shall meet all requirements of Section 02616: Ductile Iron Pipe and Fittings for Pressure Service.
 - 2. Mechanical joint connections between ductile iron pipe or fittings and HDPE pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Mechanical joints shall be fully thrust restrained. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match class 350 "compact" fittings.
 - 3. HDPE pipe stiffeners shall be constructed of stainless steel and shall be flanged on one end to prevent over-insertion into the receiving pipe.

PART 3 – EXECUTION

3.01 HEAT FUSION

- A. Use fusion equipment specially designed for heat fusion of HDPE. The equipment utilized shall be regulated for the different melt strength materials. Compatibility fusion techniques shall be used when polyethylenes of different melt indexes are fused together.
- B. Use the following procedure to butt fuse HDPE pipe. If an operation contradicts manufacturer's directions, follow the manufacturer's recommendation.
 - 1. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with a tempilstik or pyrometer for correct surface temperature.
 - 2. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.
 - 3. Square (face) the pipe ends using facing tools of the fusion machine. Remove all burrs, chips and filings before joining pipe or fittings.
 - 4. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Make sure the clamps are tight so that the pipe does not slip during the fusion process.
 - 5. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat

- and soften. Softening depths per manufacturer's recommendation.
6. Carefully move the pipe ends away from the heater plate and remove the plate (if the softened material sticks to the heater plate, discontinue the joint, clean heater plate, re-square pipe ends, and start over).
 7. Bring melted ends together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8-inch to 3/16-inch wide. Pressure is necessary to cause the heated material to flow together.
 8. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

3.02 OPERATIONS INCIDENTAL TO JOINT COMPLETION

- A. Plan joint completion to accommodate temporary test bulkheads for hydrostatic testing on the day of installation.

3.03 ASSEMBLING JOINTS

A. Flanged Joints:

1. Flange adapters shall be pressure rated the same as the pipe. Flange adapters shall be heat fused to the pipe as outlined in the heat fusion section.
2. Gaskets shall be used between the polyethylene flange adapters when recommended by the HDPE pipe manufacturer. Sufficient torque shall be applied evenly to the bolts to prevent leaks. After initial installation and tightening of flanged connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.
3. Lubricate nuts and bolts with oil or graphite prior to installation.
4. Check operation of valves connected to molded stub end flange adapters. Insert polyethylene spacer if recommended by pipe manufacturer for clearance.

B. Mechanical Joints:

1. Wipe clean the socket and the plain end. Lubrication and additional cleaning should be provided by brushing both the gasket and plain end with an approved pipe lubricant just prior to slipping the gasket onto the plain end for joint assembly. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.
2. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.
3. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make deflection after assembly but before tightening bolts.
4. Tighten the bolts to the normal range of bolt torque as indicated in AWWA C-600 while maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.
5. When connection is being made to HDPE pipe or fittings, insert pipe stiffener into connection end of HDPE pipe until flared end seats against cut face.

3.04 INSTALLATION

A. Installation of High Density Polyethylene Pipe

1. All high density polyethylene (HDPE) pipe shall be handled, stored, assembled and installed in accordance with AWWA C-906, manufacturer's recommendations and these Specifications.

2. HDPE pipe shall be installed using directional drilling method of construction in accordance with Section 02446.

3.05 DISINFECTION OF PIPE

- A. Flush and disinfect potable water and raw water mains in accordance with Sections 02641 and 02650.

3.06 HYDROSTATIC TESTING

- A. Perform hydrostatic testing for leakage following installation in accordance with Section 02661.

3.07 MANDREL TESTING

- A. Perform mandrel testing through the entire length of the installed HDPE pipe. The mandrel size shall be 80% of the inside diameter of the pipe.

END OF SECTION

SECTION 02623 – PLASTIC PIPE FOR PRESSURE SERVICE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes materials and methods of installation of Plastic Pipe for pressure service used in Piped Utility Systems.

1.02 SUBMITTALS

- A. Three certified copies of the tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the ENGINEER with each shipment of pipe.

1.03 HANDLING AND STORAGE

- A. All pipe, fittings, valves, hydrants 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.
- B. 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. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.
- C. 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.
- D. 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.
- E. 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 – PRODUCTS

2.01 PLASTIC PIPE

- A. Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory.
- B. PVC pipe having a nominal diameter less than 2-inches shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to the applicable requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent cemented joints. Cemented joints and fittings shall comply with ASTM D2466 and D2855.

- C. PVC pressure rated pipe having a nominal diameter 2-inches or greater, but less than 4-inches, shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio SDR 14 and a water pressure rating of 200 psi. Pipe couplings shall have a SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the manufacturer.
- D. Pressure pipe 4 inches through 60 inches in diameter shall conform to the requirements of AWWA C900 for PVC 1120 pipe with cast iron pipe equivalent outside diameter. Pipe shall be DR18; colored Blue for potable water service. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

2.02 RESTRAINED JOINTS

A. Restrained Joints.

- 1. Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.
- 2. PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality of individually activated gripping surfaces to hold the spigot and maximize restraint capability.
- 3. Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

2.03 FITTINGS

A. Fittings for use with PVC pipe 3-inches through 60-inches in diameter shall be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of the following:

- 1. 3" through 24": 350 psi
- 2. 30" through 48": 250 psi
- 3. 54" through 64": 150 psi

B. Exterior Coating:

- 1. Fittings for buried service and fittings for installation in exposed locations which are not to be painted shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when

- cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.
2. Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Excavation:

1. Excavate trenches as specified in Section 02200.
2. 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

A. Alignment and Grade: The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings, valves and hydrants at the required locations unless otherwise approved by the ENGINEER. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.

B. 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.

C. Trench Construction:

1. 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.
2. PVC pipe shall be installed with pipe bedding and a compacted envelope as shown on the Drawings. Material used as bedding and in the pipe envelope (pipe embedment zone) shall be Class I, Class II or Class III material as identified in ASTM D-2321. Bedding material shall consist of 4 inches minimum of non-cohesive granular material placed uniformly under the pipe. Bedding material shall be lightly compacted.
3. Material within the haunching area shall be compacted to 95% density within non-paved areas and 98% density within paved areas, according to AASHTO T-180. Excessive compaction shall be avoided if any distortion of the pipe wall is observed. Material above the haunching area may be native material if free of particles larger than 1-1/2 inches. At least 12 inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

4. 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.
5. 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. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. 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, or stones of sufficient size and placement which, in the opinion of the ENGINEER could cause a fulcrum point.
6. 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.
7. 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.
8. 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

- A. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants 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.
- B. The sealing surface of the pipe, the inside of the bell and the gasket shall be cleaned immediately before assembly.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. Joint Assembly: Pipe joints shall be assembled in accordance with the manufacturer's instructions.
- H. Pipe Deflection: When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the manufacturer.
- I. Pipe Cutting:
 - 1. Cutting pipe for the insertion of valves, 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.
 - 2. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.
- J. Locator Tape: Install all plastic pipe with a locator tape of the type specified.
- K. Thrust Restraint:
 - 1. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified.
 - 2. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

3.04 TESTING

- A. After completion of installation, perform testing in accordance with requirements of Section 02661: Pressure Testing of Piping.

END OF SECTION

SECTION 02640 – GATE VALVES AND APPURTENANCES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The CONTRACTOR shall furnish and install all gate valves and appurtenances as shown on the Drawings and specified herein.

1.02 GENERAL REQUIREMENTS

- A. The CONTRACTOR'S attention is directed to the requirements of Section 02600 in regard to the general requirements for all equipment furnished and installed under this section of the specifications.
- B. The valves shall be furnished with end connections as shown on the Drawings. Flanged valves shall be faced and drilled to the ANSI B16.1-latest, Class 125 Standard. Mechanical joint and bell ends shall conform to ANSI A21.11 latest Standard. Threaded ends shall conform to ANSI B2.1-latest NPT Standard.
- C. All exposed nuts, bolts, springs, washers, etc., shall be zinc or cadmium plated on above ground service and 316 SS on buried or submerged service.
- D. When extension stems are required, substantial, adjustable wall brackets and extension stems shall be furnished and located as directed. Extension stems shall be provided on all buried valves when the operating nut is deeper than 4 feet below the final grade.

PART 2 – PRODUCTS

2.01 GATE VALVES

- A. Gate valves 2 to 48 inches in diameter shall be designed for 250 psi maximum working pressure. When full open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Valves, 2-inch to 48-inch shall be iron body, resilient-wedge gate valves with non-rising stems. All valves shall open by turning in a counter-clockwise direction. Valves shall have O-ring seals. Valves 2-inch to 48-inch shall conform to ANSI/AWWA C515. The operating nut or wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's name, pressure rating, and year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydraulic pressure equal to twice the specified working pressure.
- B. Gate valves smaller than 2 inches, unless otherwise noted on the Drawings, shall be all bronze/brass construction and shall conform to Federal Specification WW-V-54.
- C. All gate valves smaller than 2 inches shall be handwheel operated and if installed below ground shall have an adjustable valve box with cover. Minimum weight of valves shall be as follows:

VALVE SIZE (In Inches)	VALVE WEIGHT (In Pounds)
1/2	1.0
3/4	1.3
1	2.5
1-1/4	3.8
1-1/2	5.2

- D. Buried Valves: Gate valves 2" in size and larger shall be equipped with a two-inch operating nut and adjustable valve box and cover. Two-inch gate valves shall have threaded ends; gate valves larger than 2 inches shall be mechanical joint.
- E. Above Grade Valves: Gate valves located above grade or inside structures shall be handwheel operated, non-rising stem type with flanged ends.
- F. Valve Joints: All gate valves shall have either mechanical joint ends, flanged ends, or screw joints to fit the pipe run in which they are to be used, except valves installed on slip joint pipe shall have mechanical joint ends, unless otherwise specified.
- G. Gate valves shall be limited to the following manufacturers:
 - 1. Mueller Model A-2360, A-2361
 - 2. M&H Model 4067, 7000
 - 3. Kennedy KS-FW, KS-RW, R/W
 - 4. American Flow Control Series 2500

2.02 ACCESSORIES

- A. Valve Boxes
 - 1. General: The CONTRACTOR shall furnish, assemble and place a valve box for each buried valve.
 - 2. Valve Boxes: Adjustable screw type valve boxes of suitable length shall be used, having cast iron base, 5-1/4" shaft, center section and top section with cover. Cover shall be marked "Water" or "Sewer" as appropriate. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade. The base shall be centered over the valve and shall be approximately on line with nut at top of valve stem and the entire assembly shall be plumb. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM Designation A48, Class 20B, Gray Iron Castings. The casting shall be smooth, true to pattern, free from blow holes, sand holes, projections, or other harmful defects. The valve boxes shall be coated with a single thin coat of coal tar pitch varnish before machining, so that machined seating surfaces will be free of any coating. The seating surfaces of both the cover and the jacket shall be machined to fit so that the cover will not rock after it has been seated in any position in its associated jacket.
 - 3. The CONTRACTOR shall mount the valve box in a concrete collar with bronze disc giving the nomenclature of the valve. Refer to detail Drawings.
- B. Valve Coatings: All interior and exterior surfaces of valves for buried service shall have a factory-applied epoxy coating. The exterior of all above ground valves shall be shop painted with two coats of a primer compatible with the finish paint schedule.

- C. Tapping Sleeves and Valves:
 - 1. Tapping sleeves and valves shall be used to make "wet" or "hot" taps into existing water mains when shown on the Drawings.
 - 2. The tapping sleeve shall be all 316 stainless steel construction with a flanged outlet for connection to the tapping sleeve.
 - 3. Acceptable manufacturers are Mueller H-304SS; Romac SST, or Smith Blair 663.
- D. T-Handle Wrenches: Furnish a sufficient number of T-handle wrenches to permit operation of all gate valves and valves with square operating nuts, regardless of depth.

PART 3 – EXECUTION

3.01 CLEANING AND FLUSHING

- A. All gate valves shall be thoroughly cleaned of all dirt, dust, oil, grease, and other foreign matter. This work shall be done with care to avoid damage to any inside coating.
- B. All gate valves shall be thoroughly flushed with clean water to clear the lines of foreign matter.
- C. After cleaning, gate valves shall be tested for pressure and leakage.

3.02 FIELD TESTING

- A. All gate valves shall be tested in accordance with the requirements of AWWA Standard C-515 and C-600.

3.03 DISINFECTION

- A. All gate valves within the potable water and raw water system(s) shall be disinfected in accordance with AWWA Standard C-651, and Section 02650: Disinfection.

END OF SECTION

SECTION 02641 – PIPE CLEANING AND PIGGING

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. CONTRACTOR shall be required to clean potable water mains 4 inches and larger by pigging prior to testing and disinfection.
- B. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean new water mains, using Polly Pigs and an approved Polly Pig procedure. Install all items required, provide Polly Pig launching and retrieval devices as required and furnish all swabs and Polly Pigs required for thorough removal of foreign materials.

1.02 QUALIFICATIONS

- A. The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacture, installation and use of the specified items.

1.03 SUBMITTALS

- A. The CONTRACTOR shall provide evidence of qualification by providing copies of his/her state certification or license to perform such work as herein described and shall provide verifiable references upon request.

1.04 CONTRACTOR RESPONSIBILITIES

- A. Supervision: There shall be on-site at all times during the work, one superintendent with a minimum of three years supervisory experience in cleaning new and old water mains.
- B. Cleaning: Cleaning shall be performed using swabs or Polly Pigs to remove all foreign objects and, for old pipe, restore the original flow characteristics without abrading the interior walls of the pipe.
- C. Equipment:
 - 1. The CONTRACTOR shall furnish pig launching equipment which will minimize the CONTRACTOR's or OWNER'S need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.
 - 2. The CONTRACTOR shall maintain on site for the duration of the project and have available for immediate use an electronic Polly Pig detector with the appropriately sized cavity Polly Pig for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage, and to find "lost" valves and other disparities within the system.
 - 3. The CONTRACTOR shall also have available auxiliary centrifugal pumps for cleaning.
- D. Testing: The CONTRACTOR shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used to

establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.

- E. Communication: The CONTRACTOR shall provide radio communication and job site transportation between launching and retrieval points.
- F. Report upon Completion: The CONTRACTOR shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning progress about the system to confirm existing information.

PART 2 – PRODUCTS

2.01 POLLY PIGS

- A. Furnish Polly Pigs in sufficient numbers and sizes of appropriate densities, coatings and configurations to properly clean the system(s) prior to the system(s) being put into service.
- B. Polly Pigs shall be those as manufactured by Knapp Polly Pigs of Houston, Texas, or approved equal.

2.02 EQUIPMENT

- A. Furnish and install Polly Pig launching and retrieval devices as required.
- B. Launching and retrieval device shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 P.S.I.G.

PART 3 – EXECUTION

3.01 LINE PIGGING

- A. Equipment shall be installed in accordance with manufacturer's recommendations.
- B. Evaluation of new pipeline conditions, selection of the cleaning pigs, cleaning and flushing shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.
- C. New piping shall be thoroughly cleaned of all material, sand, grit, gravel, stones, fluids, construction debris, threats to its sanitation, and other items that can generally be construed as "foreign" material and that would not be found in a properly cleaned system. This cleaning shall provide a smooth interior periphery of the pipe as a consequence of the cleaning procedure and will result in a conduit or pipe virtually free of any material and fluids, other than those used for the cleaning procedure, within the system.
- D. The CONTRACTOR shall provide all required material, labor, special fittings, connections, traffic control and temporary facilities necessary to accomplish the work. Night work may be required. The CONTRACTOR shall perform such night work at no additional cost to the OWNER.

END OF SECTION

SECTION 02645 – FIRE HYDRANT ASSEMBLIES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish and install hydrant assemblies of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein. Hydrant assemblies consist of:
 - 1. Hydrant tee.
 - 2. 6 inch gate valve and valve box.
 - 3. 6 inch hydrant branch piping.
 - 4. Hydrant.
 - 5. Drainage material.
 - 6. Restrained joints system.
 - 7. Concrete collar around valve box.
- B. Related Work Specified Elsewhere:
 - 1. Gate Valves and Appurtenances: Section 02640.

1.02 QUALITY ASSURANCE

- A. Hydrants shall conform to AWWA C502 and all hydrants shall be from one (1) manufacturer.
- B. Gate valves shall conform to AWWA C509.
- C. Acceptable manufacturers are limited to the following:
 - 1. Mueller Modern Super Centurion
 - 2. M & H Model 929
 - 3. American Darling D-84B
 - 4. Kennedy K-81D150
 - 5. Clow Medallion Traffic Model

1.03 SUBMITTALS

- A. The CONTRACTOR shall submit in conformance with Section 01310: Administrative Requirements: Shop Drawings, Working Drawing and Samples for review by the Owner/Engineer, complete sets of detailed and dimensioned working shop drawings.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Fire Hydrants:
 - 1. Dry barrel compression type with break-away upper section conforming to AWWA C502.
 - 2. Connections:
 - a. Hose connections:

- (1) Two (2) 2-1/2 inch hose connection.
 - (2) One (1) 4-1/2 inch pumper connection.
 - (3) Threads:
 - (a) 2-1/2 inch: 60 degree V threads, 7-1/2 threads to the inch, external outside diameter (OD) 3-1/16 inch National Standard.
 - (b) 4-1/2 inch: Four (4) threads to the inch, external OD 5-3/4 inches, National Standard.
 - (c) Threads that conform to the Fire Division Standard for the area.
- b. Inlet connection:
 - (1) 6 inch bottom inlet.
 - (2) 5¼ inch minimum valve opening.
- 3. Pressure rating:
 - a. Working pressure: 150 psi.
- 4. Working parts:
 - a. Bronze and open counterclockwise unless otherwise noted.
 - b. Removable from top of hydrant while in place.
- 5. Design:
 - a. Low profile, maximum height 30 inches.
 - b. Hose caps chained to hydrant barrel fitted with nuts similar to hydrant operating nut.
 - c. Barrel length sufficient for 3 foot pipe burial.
 - d. Stand pipe breaking ring or breakable sections.
 - e. Constructed in at least two (2) sections bolted together.
 - f. Renewable O-ring stem seals.
- 6. Supply one (1) collision repair kit.
- B. Gate Valves: Non-rising stem type, AWWA valves as specified in Section 15101: Gate Valves and Appurtenances.
- C. Valve boxes:
 - 1. Adjustable to fit depth of bury. Extension sections shall be cast iron only.
 - 2. Size:
 - a. Interior diameter: Not less than 5 inches.
 - b. Minimum thickness: 5/16 inches
 - 3. Covers marked appropriately:
 - a. Sewer (force main).
 - b. Water (potable or raw water).
 - c. Reuse (reuse water)

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install hydrants as shown in the details and using manufacturer's written instructions.
- B. No hydrant assembly shall be backfilled until approved by the City of Ormond Beach.
- C. Provide drainage material and restrained joint systems as shown.
- D. Provide barrel extensions as required for hydrant to be installed at proper grade.
- E. Provide finish coat of paint on all exposed surfaces. Color shall meet the City of Ormond Beach's Standard.

3.02 CLEANING

- A. Clean all hydrants of concrete, etc. and repaint as necessary.

3.03 TESTING

- A. Test hydrant installation as part of piping system in which it is installed.

END OF SECTION

SECTION 02650 – DISINFECTION

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section covers materials and methods of cleaning, disinfecting, sampling and obtaining approval for placing the different components of potable water systems in operation. Included is work necessary in order to obtain bacteriological clearances as required by law.

1.02 SUBMITTALS

- A. The CONTRACTOR shall submit planned procedures to ENGINEER for review prior to beginning work. Submit certificates of compliance with specified standards for all materials to be used. The CONTRACTOR shall obtain sterile sample containers, collect samples and submit to the approved laboratory. Provide six copies of laboratory test reports to ENGINEER.

1.03 QUALITY CONTROL

- A. Laboratories used for bacteriological testing of samples shall be certified by the Florida Department of Environmental Protection (DEP) as acceptable to that agency.
- B. Methods shall conform to the requirements of the Florida Department of Environmental Protection (DEP).

PART 2 – PRODUCTS

2.01 MATERIALS FOR DISINFECTION

- A. The disinfecting agent shall be liquid chlorine conforming to AWWA B301, sodium hypochlorite or calcium hypochlorite, conforming to the requirements of AWWA B300.
- B. Testing and chlorination shall be furnished and paid for by the CONTRACTOR.

PART 3 – EXECUTION

3.01 DISINFECTION OF WATER MAINS

- A. Flushing: Flush and pig mains prior to application of disinfecting agent. Flushing shall continue until clear water flows from the nearest available point closest to the end of the line.
- B. Disinfection: Disinfection of all piping, valves, and appurtenances shall be by the Tablet Method, Continuous Feed Method or the Slug Method, in accordance with AWWA C651.
 - 1. Tablet Method: Calcium Hypochlorite tablets shall be calcium attached to the inside top surface of the pipe to develop an average chlorine dose of 25 mg/l.
 - 2. Continuous Feed Method: A solution containing not less than 75 mg/l of chlorine shall be applied to all piping, valves, fittings, hydrants and appurtenances. Solution shall remain in the pipelines for a minimum period of twenty-four hours. A free chlorine residual of 10 mg/l is required after the 24-hour holding period.

3. Slug Method: Calcium hypochlorite granules shall be placed in the main. A slug of highly chlorinated water, not less than 100 mg/l, shall be moved through the main. All parts of the main and appurtenances shall be exposed to the highly chlorinated water for a period of not less than 3-hours. If at any time during the 3-hour period the free chlorine residual drops to less than 50 mg/l, chlorine shall be added to restore the free chlorine residual to 100 mg/l.
- C. For all three methods of disinfection, valves and hydrants shall be opened and closed several times during the contact period to insure that all parts are contacted by the disinfecting solution.
- D. After one of the disinfection methods described above have been completed, the main shall be flushed with potable water until the chlorine residual stabilizes and matches the chlorine residual of the flushing water. Chlorine residual determination shall be made in accordance with Standard Methods using the DPD Colormetric Method.
- E. Sampling and Testing:
 1. Samples of water shall be collected from the mains by the CONTRACTOR in sterile containers and delivered to an approved laboratory for bacteriological testing. Sampling and testing shall be continued until satisfactory results are obtained on two consecutive days.
 2. The interior of pipe, fittings, valves and appurtenances used for cutting into or repairing existing mains shall be swabbed or sprayed with a one percent hypochlorite solution before being installed.
 3. Tapping sleeves shall be cleaned and disinfected in accordance with Section 4.7 of AWWA C651.

3.02 REDISINFECTION

- A. If consistently unsatisfactory bacteriological test results are reported, the facilities shall be recleaned and redisinfect.

3.03 DISPOSAL OF HEAVILY CHLORINATED WATER

- A. Chlorinated water shall be disposed of in a manner that will not harm the environment. Approval of the local sanitary sewerage authority and an allowable discharge rate must be obtained before heavily chlorinated water is discharged to the sanitary sewer.
- B. Heavily chlorinated water must be neutralized in a separate vessel or pipe prior to being discharged to the wastewater treatment plant or to a drainage way.
- C. One of the chemicals listed in AWWA C651 Appendix C, or C652 Appendix B, shall be used for neutralization.

END OF SECTION

SECTION 02661 – PRESSURE TESTING OF PIPING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section specifies the leakage and pressure testing of piping.
- B. Testing Records:
 - 1. Provide record of each piping installation during the testing. These records shall include:
 - a. Date of test.
 - b. Identification of pipeline tested or re-tested.
 - c. Identification of pipeline material.
 - d. Identification of pipe section tested.
 - e. Test pressure
 - f. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - g. Certification by CONTRACTOR that the leakage rate measured conformed to the Specifications.
 - h. Signature of Project Manager witnessing pipe test.

1.02 SUBMITTALS

- A. Submit five (5) copies of the test records to the Owner/Engineer upon completion of the testing.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Testing fluid shall be water, unless specified otherwise.
- B. All testing shall be performed in accordance with applicable AWWA Standards (C-600) latest edition.

2.02 MATERIALS AND EQUIPMENT

- A. Provide pressure gauges, pipes, pipe fittings, bulkheads, hydraulic force pumps, meters and graduated containers to perform the hydrostatic testing.
- B. Pressure gauges used shall have been calibrated just prior to their use.

PART 3 – EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct hydrostatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves and meters.

- C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris.
- D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, plugs, special flanges, or blind flanges. After the new line has been successfully tested, and all other tests/certifications/releases have been obtained, remove caps or flanges and connect to the existing piping.

3.02 PIPE FLUSHING

A. General

- 1. All pressure mains shall be thoroughly flushed of sand and debris prior to pressure leakage testing. Flushing shall continue until clear water flows from the available point closest to the ends of the mains or at the end of the main itself.
- 2. Pressure mains 4 inches in diameter and larger shall be cleaned during flushing using a polyurethane plug manufactured of eight (8) lb./cubic foot density blown elastomer with open cell construction. The plug ("pig") shall have a resilient surface that engages the inner surface of the main with a sliding seal. The plug shall be able to reduce itself a minimum of 35 percent of its original cross-sectional area, negotiate bends, short radius elbows, pass through tees, crosses, multiple pipe sizes and valves and shall be abrasion resistant and capable of traveling in either direction.

3.03 HYDROSTATIC TESTS (DUCTILE IRON, PVC AND PCCP PIPE)

A. General

- 1. Hydrostatic tests shall consist of a pressure test and a leakage test. Hydrostatic tests shall be conducted on all newly installed pressure pipes, joints, valves and all service lines from tapped connection of main to the curb stops. AIR TESTING of pressure pipes WILL NOT BE PERMITTED under any circumstance. Tests may be made on sections not exceeding 2,000 feet, or as field conditions dictate. Length of the pipe to be tested shall be acceptable to the OWNER. CONTRACTOR shall furnish all necessary equipment and material, make all taps, and furnish all closure pieces in the pipe as required.
- 2. The CONTRACTOR may conduct hydrostatic tests after the trench has been partially backfilled with the joints left exposed for inspection for his informational purposes only. The hydrostatic tests for acceptance shall only be conducted after the trenches have been completely backfilled and compacted as specified. Where any section of pipe is provided with concrete thrust blocking or encasement, pressure test will not be made until at least seven days have elapsed after the thrust blocking is installed. If high-early cement is used for the concrete thrust blocking, the time may be reduced to 3 days if the OWNER concurs that the concrete has cured and reached adequate strength. When testing mortar-lined or PCCP pipe, fill the pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.

- B. Testing Criteria: All pipe sections to be pressure tested, including water mains, reuse mains and force mains, shall be subjected to a hydrostatic pressure of 150 psi. The duration of each pressure test shall be for a period of 2 hours. If during the test, the integrity of the tested line is in question, the OWNER may require a 6-hour pressure test. The basic provisions of AWWA C-600 and C-605/M23 shall be applicable.

- C. Procedure For Pressure Test: Each section of pipe to be tested, as determined by the OWNER, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. Before applying the

specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, and appropriate valves installed to ensure bleeding of all air from the main. If defective pipes, fittings, valves, or hydrants are discovered in consequence of this pressure test, all such items shall be removed and replaced by the CONTRACTOR with sound material and the test shall be repeated until satisfactory results are obtained. Provisions of AWWA C600 and C605/M23, where applicable, shall apply.

D. Procedure For Leakage Test

1. After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure. Applicable provisions of AWWA C600 and C605/M23 shall apply.
2. For DUCTILE IRON PIPE, allowable leakage in gallons per hour shall not be greater than that determined by the formula:

$$L = \frac{SD(P)^{1/2}}{133,200}$$

Where:

- L = Allowable leakage, in gallons per hour.
- S = Length of pipe tested, in feet.
- D = Nominal diameter of the pipe, in inches.
- P = Average test pressure during leakage test, in pounds per square inch (gauge).

3. For PVC PIPE, allowable leakage in gallons per hour shall not be greater than that determined by the formula:

$$L = \frac{ND(P)^{1/2}}{7,400}$$

Where:

- L = Allowable leakage, in gallons per hour.
- N = Number of joints in the length of pipeline tested.
- D = Nominal diameter of the pipe, in inches.
- P = Average test pressure during leakage test, in pounds per square inch (gauge).

4. Leakage is defined as the quantity of water to be supplied in the newly installed pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. Should any test of pipe installed disclose leakage greater than that allowed, CONTRACTOR shall locate and replace or repair the defective joints, pipe or valve until the leakage from subsequent testing is within the specified allowance.

3.04 HYDROSTATIC TESTS (HDPE PIPE)

A. General

1. CONTRACTOR shall test pipelines installed under this Contract in accordance with these specifications prior to acceptance of the pipeline by the OWNER. All field tests shall be made in the presence of the OWNER. Except as otherwise directed, all pipelines shall be tested. All piping to operate under liquid pressure shall be tested in sections of approved length. The pressure testing of an HDPE line section shall be tested separately from the PVC and DIP line sections. Where impractical, the HDPE test section shall include only a minimum amount of PVC and ductile iron pipe within the test section. If at all possible, the PVC and DIP test sections shall be left exposed during the pressure test for visual leakage observation. For these tests,

the CONTRACTOR shall furnish clean water, suitable temporary testing plugs or caps, and other necessary equipment, and all labor required. If the CONTRACTOR chooses to pressure test against an existing OWNER water main / valve, the new water main must be disinfected prior to connection to the OWNER line. The OWNER will not be responsible for failure of the pressure test due to the existing valve leaking. The OWNER may elect to furnish suitable pressure gauges for these tests. If not, the CONTRACTOR will furnish suitable pressure gauges, calibrated by an approved testing laboratory, which increments no greater than 2 psi. Gauges used shall be of such size that pressures tested will not register less than 10 percent or more than 90 percent of the gauge capacity. All valved sections shall be hydrostatic tested to insure sealing (leak allowance) of all line valves.

2. Unless it has already been done, the section to pipe to be tested shall be filled with potable water and air shall be expelled from the pipe. If blow-offs or other outlets are not available at high points for releasing air, the CONTRACTOR shall provide 1-inch [minimum taps and blow-off valves (at the 12:00 position)], as necessary. The cost of constructing blow-off valves and plugging them, after a successful pressure test, shall be included in the unit price bid amount for the HDPE pipe.

B. Testing Criteria

1. Hydrostatic testing shall consist of a 150 psig test pressure, based on the elevation of the highest point of the line or section under test. Pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the OWNER. The pump, pipe connection and all necessary apparatus shall be furnished by the CONTRACTOR and shall be subject to the approval of the OWNER.
2. Maximum duration for pressure test, including initial and final phase of the test, shall not exceed eight (8) hours. If the test is not completed due to leakage, equipment failure, etc., depressurize the test section, and then allow it to "relax" for at least eight (8) hours before bringing the test section up to test pressure again.

C. Procedure For Pressure Test

1. Initial Phase of Pressure Testing: First, all air must be removed from the test section. The pressure test shall be completed after the line is backfilled. If possible, all flanged or mechanical joint valves and fittings shall be left exposed for visual leak inspection. If possible all PVC and DIP test sections shall be left exposed for visual leak inspection. Initially, the pressure within the test section shall be raised to approximately 160 psi and then allowed to be idle (no additional make-up water / pressure to be injected), for approximately 3 hours. During this 3-hour period, the test section shall be allowed to stabilize and come to an equilibrium stage. No additional make-up water / pressure shall be applied to the test section during this 3-hour stabilization period unless the line pressure drops below 140 psi. In this case, make-up water / pressure shall only be applied to the test section to maintain a minimum of 140 psi (during the 3-hour stabilization period).
2. Final Phase of Pressure Testing: The final phase of the pressure test shall involve applying make-up water / pressure to achieve an "Initial test pressure" of 150 psi (minimum) / 155 psi (maximum). The test section is then allowed to be idle (no make-up water / pressure is added) for a period of 2 hours. After this 2-hour period, make-up water / pressure is applied and measured to re-establish the "initial test pressure." The quantity of water utilized to re-pump the line shall be measured and compared to the allowable quantities as determined by TABLE 1, shown below. If the actual make-up water quantity is equal to or less than the allowable amount, the pressure test passes. If the actual make-up water quantities are greater than the allowable amount, the pressure test fails.

TABLE 1: ALLOWABLE MAKE-UP AMOUNT (HDPE) PIPE

Nominal Pipe Size (inches)	Make-up Water Allowance (U.S. Gallons /100 ft. of Pipe) 2-Hour Test
6	0.30
8	0.50
10	0.65
12	1.15
14	1.40
16	1.65
18	2.15
20	2.75
22	3.50
24	4.40
26	5.00
28	5.55
30	6.35
32	7.15
34	8.10
36	9.00
42	11.55
48	13.50
54	15.70

3. In the event a section fails to pass the tests, the CONTRACTOR shall do everything necessary to locate, uncover (even to the extent of uncovering the entire section), and replace the defective pipe, valve, fitting or joint. Visible leaks shall be corrected regardless of total leakage. Lines which fail to meet these tests shall be retested as necessary until test requirements are complied with. All testing shall be performed at the CONTRACTOR'S expense.

3.05 TESTS FOR VALVES

- A. General: All valves shall be tested according to the following criteria:
 1. Butterfly and plug valves shall be tested in accordance with AWWA C504.
 2. Ball valves shall be tested in accordance with AWWA C507.
 3. Gate valves shall be tested in accordance with AWWA C509 and C515.

END OF SECTION

SECTION 02801 – RESTORATION OF SURFACE IMPROVEMENTS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work, as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

- A. Standards
 - 1. Florida Grades and Standards for Nursery Plants, Part 1:
 - 2. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (latest Edition), hereafter called the Standard Specifications.
- B. Asphaltic Concrete Mix Designs: Contractor shall provide mix designs prepared by an independent laboratory for each type of material used. Mix designs shall be prepared in accordance with the procedures described in Manual MS-2, Mix Design Methods for Asphalt Concrete, a publication of the Asphalt Institute.

PART 2 – PRODUCTS

2.01 SOD

- A. The sod shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without well established sod, Argentine Bahia shall be used.
- B. The sod shall have well matted roots and 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.

2.02 PLANTS

- A. 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.
- B. Existing plants may be removed, preserved, and replaced at the Contractors option. Plants shall be handled by an approved nursery.
- C. 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 "Grades and Standards", Florida No. 1 or better.
- D. Plants shall conform to the sizes indicated by the OWNER.

2.03 MULCH

- A. Mulch for all planter areas shall be Cypress Bark, clean, bright and free from weeds, moss, sticks, and other debris. Bark size shall not be over 2-1/2-inch diameter.

2.04 WATER

- A. 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, or organic matter.

2.05 PLANTING MIXTURE

- A. The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

- A. Fertilizer shall be pelletized 8-8-8, or equivalent.

2.07 PORTLAND CEMENT

- A. Portland cement used in the performance of restoration work on this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 – EXECUTION

3.01 LANDSCAPING RESTORATION

- A. Lawn Areas: Any lawn area affected by the required work shall be restored to a condition equal to or better than the conditions existing before the commencement of work. Grass areas disturbed by CONTRACTOR shall be restored with sod.
- B. Balled Plants:
 - 1. 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.
 - 2. Option: Plants may be furnished as container grown instead of balled if all other requirements are met.
- C. 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 containers shall have pits that are two feet wider than the width of the plant ball and 6-inches deeper than the depth of the ball. Smaller shrubs shall have pits that are at least one foot wider than the width of the plant ball and 6-inches deeper than the ball depth.

D. Setting Plants

1. 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.
2. 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.

E. 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.

F. Sod Placement:

1. Immediately before sod is placed, 8-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.
2. Sod shall be firmly embedded by light tamping. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer limits. The sod shall be kept in a moist condition after it is planted. Water shall not be applied between the hours of 8 A.M. and 4 P.M., or when there is danger of freezing.

G. Maintenance: CONTRACTOR shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT, CURB AND SIDEWALK REMOVAL

A. Pavement materials shall be removed and separated from other excavated materials. Prior to removal, asphaltic and Portland cement materials shall be saw cut to neat lines parallel to the trench and sufficiently remote from the edge of the trench to prevent settling or breaking off.

3.03 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. 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

1.01 DESCRIPTION

- A. Furnish and install identification tape over the centerline of all buried potable water lines, wastewater force mains, raw water mains, and wastewater effluent reuse mains.

1.02 SUBMITTALS

- A. Submit manufacturer's descriptive literature, illustrations, specifications and other pertinent data.

PART 2 – PRODUCTS

2.01 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:

Imprint	Background Color
"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.

2.02 LOCATE WIRE

- A. Locate wire shall be #10 THHN solid copper tracing wire.
- B. Wire insulation shall be 45 mils and shall be color coded as per the locator tape.

PART 3 – EXECUTION

3.01 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 18 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.

3.02 INSTALLATION OF LOCATE WIRE

- A. Locate wire shall be installed under all buried pressure mains in accordance with plan details. Wire shall be extended to top of all valve boxes and at 500-foot intervals as shown on Drawing details.
- B. Contractor shall perform a 12-volt DC electrical continuity test on the wire. No more than one (1) volt of loss per 1,000 feet of main line pipe will be acceptable. The wire will pass the 12-volt DC electrical continuity test prior to final acceptance of this pipeline. Any cuts or breaks in the wire will be repaired by the Contractor at this expense.
- C. The locate wire will be tested by the Contractor at the time of pressure testing. If this test fails, the Contractor is responsible for repairing the locate wire and the pressure test will be rescheduled when the wire will pass.

END OF SECTION

SECTION 02938 – SODDING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 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.

1.03 RELATED WORK

- A. Irrigation System
- B. Trees, Shrubs, and Groundcover
- C. Fine Grading

1.04 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.

1.05 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

2.01 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.

2.02 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

3.01 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.

3.02 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 topdress 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.

3.03 MAINTENANCE

- A. The CONTRACTOR shall produce a dense, well-established lawn. The CONTRACTOR shall be responsible for the repair and resodding 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.

3.04 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, Landsculpturing, Plant Styling, etc. shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 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 reinspection 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 reinspection for compliance with the punch list requirements has been conducted and barring any new deficiencies being noted during the reinspection, 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.

3.06 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 03150 – CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included in this Section consists of providing accessories for cast-in-place concrete.
- B. Related Work Described Elsewhere:
 - 1. Cast-in-Place Concrete: Section 03300

1.02 SUBMITTALS

- A. Manufacturer's literature shall be submitted in accordance with Section 01310 for review on the following items:
 - 1. Water Stops
 - 2. Tongue and Groove Joint Forms
 - 3. Preformed Expansion Joint Fillers
- B. Samples: Samples shall be submitted in accordance with Section 01310 on the following items:
 - 1. Water Stops
 - 2. Precast Concrete Block Supports for Reinforcing Bars

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Precast Concrete Block Supports for Reinforcing Bars: Bar supports shall comply with ACI 315.
- B. Membrane: Membrane shall be an 8 mil polyethylene sheet.
- C. Water Stops: Water stops shall be PVC and shall be ribbed dumbbell type with center bulb. All PVC waterstops shall be ½" thick x 9" wide and shall meet all requirements of U.S. Army Corps of Engineer's Specifications CRD-C-572. PVC waterstops shall be provided with either metal grommets or integral tie wires located along the top and bottom of the waterstop spaced at 12" centers.
- D. Preformed Expansion Joint Filler:
 - 1. Premolded expansion joint filler shall be ¾ inch thick or as shown on the Drawings, shall be non-extruding type, self expanding cork, as per ASTM D1752 Type II, compatible with polysulfide joint sealant compound.
 - 2. Joint sealant for continuous immersion shall be a multipart, gray, polyurethane sealant meeting U.S. Federal Specification TT-S-00227E (3) Type I, Class A for horizontal joints and Type II, Class A for vertical joints. Additionally, the sealant must be recommended by the manufacturer for continuous immersion in water. Products meeting this specification include PRC 270 of Products Research and Chemical Corporation and Vulkem 227 of Mameco International.

- E. Tongue and Groove Joint Forms: Tongue and groove joint forms shall be 24 gauge steel forms complete with steel stakes and splice plates. Forms shall be designed for joints not to receive a poured seal.
- F. Inserts: Inserts for pipe hangers and other utility supports shall be of 316 stainless steel and fit the proposed hanger or support.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Precast Concrete Block Supports for Reinforcing Bars: Bar supports shall be provided in sufficient quantity to support reinforcing bars in slabs formed on earth at a spacing not to exceed 4 feet on centers in both directions. Blocks required to support top bars shall be provided with dowels. Block supports are not required in slabs formed on tremie concrete, but may be used at the Contractor's option. Blocks are not required for reinforcing bars properly supported from formwork. At other locations, refer to ACI 315 and CRSI MSP-2.
- B. Membrane: Polyethylene sheet shall be provided under all interior slabs formed on earth, except for the liquid containment structures. Membrane sheets shall be lapped 6 inches in the direction of spreading concrete. Care shall be exercised not to puncture film.
- C. Water Stops:
 - 1. Installation: Water stops shall be protected from dirt, oil and concrete splatter. They shall be rigidly secured in position by means by split bulkheads and by fastening to reinforcing bars in two directions at not more than 12 inches on centers. Install water stops in construction joints in hydraulic structures which will contain liquid or resist the entry of groundwater.
 - 2. Splices: Water stops shall be butt spliced using a thermostatically controlled electric splicing iron as recommended by the manufacturer.
- D. Expansion Joints: Provide expansion joints of size and at locations as shown on the Drawings. Place expansion joint fillers every 30 feet in straight runs of walkways, at right angle turns and wherever concrete butts into vertical surfaces, unless otherwise shown on the Drawings.
- E. Joint Sealants: Joint sealants shall be required where indicated on the Drawings. Preparation of surfaces, priming and the handling and preparation of materials shall be in complete compliance with the manufacturer's instructions, as approved.

END OF SECTION

SECTION 03300 - CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. 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.

1.02 QUALITY ASSURANCE

- A. Work shall be performed in accordance with the latest editions of the following standards:
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete
 - 3. ACI 350r - Environmental Engineering Concrete Structures
 - 4. Building Codes adopted by local authority.
- B. 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.
- C. Responsibility for Tests and Reports:
 - 1. The CONTRACTOR shall supply all cylinder molds, slump cones, and tools, and shall provide clean, moist sand or burlap for curing.
 - 2. 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.

1.03 SUBMITTALS

- A. Mix Design: Prior to the commencement of work, the CONTRACTOR shall submit three copies of the concrete mix designs intended for this work.
- B. 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.
- C. 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.
- D. Ready Mixed Concrete: 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
 - 4. Admixtures (if any)
 - 5. Site arrival time
 - 6. Site leaving time

1.04 STORAGE

- A. 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.
- B. 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 – PRODUCTS

2.01 CEMENT

- A. Cement for use in general concrete construction shall be Portland cement conforming to the requirements of ASTM C150, Type I, II, or Federal Specifications SS-C-192, Type I or II.
- B. 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.
- C. One brand of cement shall be used throughout entire project.

2.02 FINE AGGREGATES

- A. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
- B. 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%

- C. 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

- D. 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.

2.03 COARSE AGGREGATE

- A. 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.
- B. 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%

- C. 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

- A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.
- B. 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.

2.05 ADMIXTURES

- A. 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.
- B. High-Range Water Reducer: High-range water reducer (superplasticizer) shall meet the specifications of ASTM C494 Type F or G, and shall be WRDA 19 as manufactured by W.R. Grace Company, or equivalent.
- C. 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.
- D. Air-Entraining Admixture: Air-Entraining admixtures shall conform to ASTM C 260 and shall be "Darex AEA" as manufactured by W.R. Grace Company, or equivalent.

2.06 REINFORCEMENT

A. Steel Bar and Wire Fabric Reinforcement

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

2.07 CURING

A. 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.

B. Membrane Curing Compound

1. 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.
2. Acceptable manufacturers for curing compound and their product designation are:
 - a. W.R. Meadows, Inc. "Sealtight CS-309"
 - b. Sonneborn/Cantech "Kure-N-Seal"
 - c. Standard Dry Wall Products "Thoroglaze Semi-gloss"
3. Curing compound shall be compatible with applied finishes as indicated in the Finish Schedule and/or shown on the drawings.

2.08 EXPANSION AND CONSTRUCTION JOINTS

A. 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 for isolation joints and slab-on-grade 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.

PART 3 – EXECUTION

3.01 PROPORTIONS AND CONSISTENCY

- A. 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.
- B. The CONTRACTOR shall pay for the cost of mix design preparation and testing.
- C. The mix shall be designed to secure concrete having the following minimum compressive strength at the age of 7 and 28 days.

Class	7 Day	28 Day
Structural	2670	4000
Non-Structural	2000	3000

- D. Structural concrete shall be used in all buildings and structures as shown on the Drawings.
- E. Non-structural concrete may be used outside buildings and structures, in miscellaneous slabs and sidewalks.
- F. Proportionings:
 - 1. All materials except water shall be proportioned into the mix by weight. Water may be proportioned either by weight or volume.
 - 2. 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.
 - 3. Mix design proportions shall meet the following criteria.
 - a. Maximum water/cement ratio shall be 0.4.
 - b. Mix shall be designed at a slump of 5-inches $\pm$ 1-inch. If high-range water reducer is utilized, slump may be increased to 6-1/2-inches $\pm$ 1-1/2-inches.
 - 4. 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.
 - 5. 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:
 - a. 5.5% for maximum 1-1/2-inch aggregate
 - b. 6.0% for maximum 1-inch and 3/4-inch aggregate
 - c. 7.0% for maximum 1/2-inch aggregate
- G. Mixing, Transporting and Placing:
 - 1. Mixing, transporting and placing shall be in accordance with ACI 304 except as modified in this section.

2. 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.
3. All admixtures must be added separately to assure their prescribed performance.
4. Ready-Mix concrete shall comply with requirements of ANSI/ASTM C 94, except as modified in this section.
5. Delete references allowing additional water to be added to a batch with insufficient slump. Addition of water to a batch will not be permitted.
6. 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.
7. 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.

H. Placing:

1. Concrete shall not be placed until forms and reinforcing have been inspected.
2. 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.
3. 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.
4. 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.
5. 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.
6. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

- I. Hot/Cold Weather Concreting: Concrete work during hot and cold weather shall comply with ACI 305 and ACI 306, respectively.

3.02 CONCRETE FINISHES

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.

3.03 CURB AND GUTTER

- A. Construct curb or valley gutter from structural grade concrete.
- B. 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.

3.04 CURING

- A. 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.

3.05 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 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.

- B. Slump tests shall be made in accordance with ASTM C143, and shall be made whenever directed by the ENGINEER.
- C. 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

SECTION 09960 – HIGH PERFORMANCE COATINGS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, tools, materials, equipment, scaffolding or other structures and incidentals necessary to complete this Contract in its entirety.
- B. The work includes painting and finishing of all new interior and exterior exposed items above and below grade and surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.
- C. The following items shall not be painted:
 - 1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
 - 3. Aluminum handrails (except where in contact with concrete) walkways, windows, louvers and grating unless otherwise specified herein.
 - 4. Signs and nameplates.
 - 5. Finish hardware.
 - 6. Chain link fence.
 - 7. Piping buried in the ground or embedded in concrete.
 - 8. Concealed surfaces of pipe or crawl space.
 - 9. Nonferrous metals, unless specifically noted otherwise.
 - 10. Electrical switchgear and motor control centers.
 - 11. Stainless steel angles, tubes, pipe, etc.
 - 12. Products with polished chrome, aluminum, nickel or stainless steel finish.
 - 13. Plastic switch plates and receptacle plates.
 - 14. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
 - 15. Sprinkler heads.
 - 16. Lifting chain on cranes and hoists
 - 17. Electrical cable, festooned conductor system, cables, collector pole brackets, etc.
- D. All work shall be done in strict accordance with this Specification, the Design Drawings and the painting package, including manufacturer's printed instructions.
- E. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".

1.02 DEFINITIONS

- A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.

- B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.
- C. Abbreviations The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:
 - 1. Owner – The term owner is used to refer to either the owner or an appointed owner's representative such as an engineer, architect, etc.
 - 2. SSPC - The Society for Protective Coatings
 - 3. Exterior - Outside, exposed to weather
 - 4. Interior Dry - Inside, concealed or protected from weather
 - 5. Interior Wet - Inside, subject to immersion services
 - 6. ASTM - American Society of Test Materials
 - 7. NACE - National Association of Corrosion Engineers
 - 8. NSF - National Sanitation Foundation
 - 9. AWWA - American Water Works Association
 - 10. ICRI - International Concrete Restoration Institute
 - 11. NAPF – National Association of Pipe Fitters
 - 12. Dry Film Thickness shall be in Mils

1.03 RESOLUTION OF CONFLICTS

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of any coatings applications between the Contractor, the Coating Manufacturer, whose products are to be used, and the Owner. All aspects of surface preparation, application and coating systems as covered by this Specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the Owner when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Owner by the Painting Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their representative meet in person with the Contractor and Owner before and during the job as a consultant on proper preparation and application of the coating materials unless a meeting is determined to be unnecessary by the Owner.

1.04 SUBMITTALS

- A. Contractor shall submit catalog data and cut sheets for the painting system being used if not the TNEMEC materials specified.
- B. Samples as detailed in 3.01 B shall be submitted regardless of system being used, showing each color to be used.
- C. Hazardous Material Disposal documentation shall be submitted if applicable.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used.

Separators shall be placed as far as practicable from the compressor.

- B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
- C. Contractor will make available to the Owner a "Nordson-Mikrotest" or "Positest" dry film thickness gauge for ferrous metal and an OG232 "Tookey" gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the Owner and Contractor.

2.02 MATERIALS

- A. All materials specified herein are manufactured by the TNEMEC Company, Inc., North Kansas City, Missouri. These products are specified to establish standards of quality and are approved for use on this Project.
- B. The specified basis of design is intended to provide the longest service life possible, lowest life cycle cost and most sustainable solution. All Contractors must provide pricing based on the basis of design. If submitting alternate products, this must be shown in the Bid Schedule as an ADD or DEDUCT to the overall Base Bid, so the Owner can decide which coating system to accept.
- C. Equivalent materials of other manufacturers may be substituted on approval of the Owner. Requests for substitution must include a side-by-side comparison of equality, including: manufacturer's literature for each product giving the name, generic type, volume solids, descriptive information, evidence of satisfactory past performance, and an independent laboratory certification that their product meets the performance criteria of the specified materials.
- D. To allow time for review, all requests for substitution shall be submitted by the coating manufacturer a minimum of 10 days prior to the project bid date.
- E. Substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved. Substitutions which otherwise reduce performance shall not be approved.
- F. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- G. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/gallon after thinning.
- H. Colors, where not specified, shall be as selected by the Owner or their Representative.
- I. All coatings in contact with potable water need to be NSF Certified, Tested, and Listed in accordance with ANSI/NSF Standard 61.
- J. All above ground potable water mains and appurtenances shall be painted Safety Blue (Tnemec 11SF).

2.03 REFERENCES

- A. This section contains references to the governing standards and documents listed below. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.
- C. Referenced publications found within this specification shall be the latest revision unless otherwise specified; and applicable parts of the referenced publications shall become a part of this specification as if fully included.
- D. ASTM International (ASTM):
1. ASTM B117 – Salt Spray (Fog)
 2. ASTM C140 – Water Absorption (Applied to Cast Mortar Cubes)
 3. ASTM C307 – Tensile Strength, Elongation, Modulus of Elasticity
 4. ASTM C531 – Thermal Expansion
 5. ASTM C579 – Compressive Strength
 6. ASTM C580 – Flexural Strength and Modulus of Elasticity
 7. ASTM C67 – Water Absorption (Applied to Fire Clay Brick)
 8. ASTM C793 – Accelerated Weathering
 9. ASTM C97 – Water Absorption (Applied to Ohio Sandstone)
 10. ASTM D1014 – Exterior Exposure
 11. ASTM D2047 – Coefficient of Friction
 12. ASTM D2240 - Hardness
 13. ASTM D2247 - Humidity
 14. ASTM D2370 – Tensile Strength, Elongation, Modulus of Elasticity
 15. ASTM D2794 - Impact
 16. ASTM D3273 – Fungal/Mold/Mildew Resistance
 17. ASTM D4060 - Abrasion
 18. ASTM D4141, Method C (EMMAQUA) – Exterior Exposure
 19. ASTM D4541 – Adhesion
 20. ASTM D4585 – Humidity
 21. ASTM D4587 – QUV Exposure
 22. ASTM D522 – Flexibility and Elongation
 23. ASTM D5590 – Fungal/Mold/Mildew/Algal Resistance
 24. ASTM D5894 – Cyclic Salt Fog/UV Exposure
 25. ASTM D624 – Tear Strength
 26. ASTM D638 – Tensile Strength, Elongation, Modulus of Elasticity
 27. ASTM D648 – Deflection Temperature
 28. ASTM D6695 – Xenon Arc Weathering
 29. ASTM D695 – Compressive Strength
 30. ASTM D7234 - Adhesion
 31. ASTM D790 – Flexural Strength and Modulus of Elasticity
 32. ASTM D870 – Immersion
 33. ASTM G85 – Prohesion
- E. NACE International (NACE):
1. NACE TM-01-74

- F. Federal Specification (FED):
 - 1. FED TT-C-555B - Wind Driven Rain
- G. Military and Government Specs & Standards:
 - 1. MIL D3134 – Impact
- H. British Standard:
 - 1. BS EN 598: 2007+A1: 2009 - Rocking Abrasion
- I. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T-259 – Chloride Ion Penetration

PART 3 - EXECUTION

3.01 INSPECTION OF SURFACES

- A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the Owner. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the Owner.
- C. The Contractor shall follow the Manufacturer's latest printed recommended minimum and maximum recoat times. If the maximum recoat time has been exceeded, the Contractor shall follow the Manufacturer's latest printed instructions.
- D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" or "Positest" Coating Thickness Gauge (or equal) for ferrous metal. Please note that a "Tooke" gauge may be used on cementitious surfaces, and that use of the "Tooke" gauge is classified as a destructive test.
- E. Before performing any destructive tests on a newly applied coating system, the Owner and Contractor shall determine which of them is responsible for the cost of repairing the damaged coatings.

3.02 STANDARDS FOR SURFACE PREPARATION

- A. SSPC-SP1: Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
- B. SSPC-SP2: Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
- C. SSPC-SP3: Power Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
- D. SSPC-SP5/NACE No.1: White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.

- E. SSPC-SP6/NACE No.3: Commercial Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
- F. SSPC-SP7/NACE No.4: Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.
- G. SSPC-SP10/NACE No.2: Near-White Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.
- H. SSPC-SP11: Power Tool Cleaning to Bare Metal: Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.
- I. SSPC-SP13/NACE No.6: Surface Preparation of Concrete: Provides requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.
 - 1. International Concrete Restoration Institute (ICRI):
 - a. ICRI 310.1R - Exposed Reinforcing bar (Rebar) Repair
 - b. ICRI-CSP 1 - Concrete Surface Profile 1
 - c. ICRI-CSP 2 - Concrete Surface Profile 2
 - d. ICRI-CSP 3 - Concrete Surface Profile 3
 - e. ICRI-CSP 4 - Concrete Surface Profile 4
 - f. ICRI-CSP 5 - Concrete Surface Profile 5
 - g. ICRI-CSP 6 - Concrete Surface Profile 6
- J. SSPC-SP14/NACE No.8: Industrial Blast Cleaning: An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residues are permitted to remain on 10% of each unit area of the surface if they are evenly distributed.
- K. SSPC-SP15: Commercial Grade Power Tool Cleaning: A commercial grade power tool cleaned steel surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except as noted. Random staining shall be limited to no more than 33 percent of each unit area of surface as defined.
- L. Visual standards "Pictorial Surface Preparation Standards for Painting Steel Surfaces", and the National Association of Corrosion Engineer, "Blasting Cleaning Visual Standards" TM-

01-70 and TM-01-75 shall be considered as standards for proper surface preparation.

- M. NAPF 500-03-04: External Pipe Surface: When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold, coatings, and other foreign matter.
- N. NAPF 500-03-05: Fitting Blast Clean #2: When viewed without magnification, no more than 5% staining may remain on the surface and the exterior surfaces shall be free of all visible dirt, dust, annealing oxide, rust, mold, coatings, and other foreign matter.

3.03 SURFACE PREPARATION

- A. The surface shall be cleaned as specified for the paint system being used.
- B. All cleaning shall be as outlined in the Society for Protective Coatings (SSPC) Surface Preparation Specification, National Association of Corrosion Engineers (NACE), and the International Concrete Repair Institute (ICRI) unless otherwise noted.
- C. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be checked for chloride contamination, pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
- D. All bare concrete surfaces exposed to wastewater or similar corrosive atmospheres shall be confirmed to have a minimum pH of 9 prior to the application of coatings.
- E. Oil, grease, soil, dust, etc., deposited on the surface after preparation has been completed shall be removed prior to painting in accordance with SSPC-SP1 Solvent Cleaning.
- F. Weld flux, weld spatter, and rust scale shall be removed by a minimum of SSPC-SP3 Power Tool Cleaning as per these Specifications.
- G. All weld seams, sharp protrusions and edges shall be ground smooth prior to surface preparation or application of any coatings.
- H. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Owner.
- I. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be prepared per the Manufacturer's latest written recommendations.
- J. In the event that an existing coating's max recoat window has been exceeded, all surfaces to be overcoated must be thoroughly and uniformly de-glossed and scarified before the application of additional coatings.
- K. All surfaces must be clean and dry prior to the application of any coatings.

3.04 PRETREATMENTS

When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

3.05 STORAGE

Materials shall be delivered to the job site in the original packages with seals unbroken and with

legible unmutilated labels attached. Packages shall be available for inspection by the Owner. All coating materials shall be stored in accordance with the Manufacturer's latest written recommendations. The Contractor is responsible for following the Manufacturer's suggested storage temperatures and conditions. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be neatly stacked in an area designated by the Owner and removed from the job site on a schedule determined by the Contractor. Owner may request a notarized statement from Contractor detailing all materials used on the Project.

3.06 PREPARATION OF MATERIALS

- A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- B. Thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction. Partial kits may only be used when components are accurately measured and mixed per the Manufacturer's latest written recommendations.

3.07 APPLICATION

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is outside the limit of the manufacturer's latest written recommendations, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. No coatings shall be applied unless surface temperature is a minimum of 5°F above dew point; temperature must be maintained during curing.
- C. See coating schedule for actual coating systems to be used on this project.

3.08 WORKMANSHIP

- A. The Contractor must have a minimum NACE or PCI Level 1 on staff.
- B. The Contractor must show proof that all employees associated with this Project shall have been employed by the Contractor for a period not less than six (6) months.
- C. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work which shows carelessness, lack of skill, or is defective in the opinion of the Owner, shall be corrected at the expense of the Contractor.

3.09 APPLICATION OF PAINT

- A. By Brush and/or Rollers

1. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenol core shall be utilized.
2. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
3. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
4. It may require two coats to achieve the specified dry film thickness if application is by brush and roller.

B. Air, Airless or Hot Spray

1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.
2. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
3. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.
4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
5. Thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.
6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
7. The first coat on concrete surfaces in immersion service should be sprayed and back rolled.

3.10 PROTECTION AND CLEANUP

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the Owner during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Owner, including, but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, spattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials and debris resulting from this work.
- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.

- G. A notarized statement shall be presented to the Owner that all hazardous materials have been disposed of properly including, but not limited to: name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

3.11 TOUCH-UP and TOUCH-UP MATERIALS

- A. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be prepared per the Manufacturer's latest written recommendations.
- B. Strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Owner and Manufacturer's attention. Otherwise, Contractor assumes full responsibility.
- C. The Contractor shall provide, at the end of the Project, at least one (1) gallon of each generic topcoat in each color as specified by the Owner for future touch-up. Two gallons may be required for (2) component materials.

3.12 ON-SITE INSPECTION

During the course of this Project, the Owner will reserve the option of incorporating the services of a NACE Level III inspection service. The inspection service will be responsible for assuring the proper execution of this Specification by the successful Contractor.

3.13 STEEL & FERROUS METALS

A. FERROUS METALS - NON-IMMERSION / EXTERIOR / UV-EXPOSED

The coating systems in the FERROUS METALS - NON-IMMERSION / EXTERIOR / UV-EXPOSED section are listed in order of decreasing color & gloss retention and corrosion resistance. The first system has maximum color & gloss retention and maximum corrosion resistance.

1. System No. 700-1: Zinc/Epoxy/Fluoropolymer

This system provides outstanding resistance to ultra-violet light degradation and the absolute best color and gloss retention available. This system will have excellent resistance to abrasion and chalking, and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired (such as elevated tanks and surfaces with custom artwork). (Note: Series 700 is gloss. If the Owner desires a semi-gloss finish then Series 700 may be replaced with Series 701.) Note: For single-component application, Series 90G-1K97 may be substituted as the primer.

Surface Preparation: SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile.

Primer: Series 90-97 Tneme-Zinc	2.5 - 3.5 mils
2nd Coat: Series 66 Hi-Build Epoxoline	3.0 - 6.0 mils
3rd Coat: Series 700 Hydroflon	<u>2.0 - 3.0 mils</u>

Total Dry Film Thickness: 7.5 - 12.5 mils
Minimum Dry Film Thickness: 9.5 mils

2. System No. 1095-1: Zinc/Epoxy/Urethane

This system offers excellent color & gloss retention with the added corrosion protection of a zinc rich primer. Series 90-97 Tneme-Zinc is an organic zinc-rich primer that can be used for field touch up of a zinc primer or for touch up of galvanized surfaces that are damaged. For single-component applications, Series 90G-1K97 may be substituted for Series 90-97. Series 1095 has a semi-gloss finish. For a different sheen, apply Series 1094 (gloss) or Series 1096 (eggshell) at the same thickness.

Surface Preparation: SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile.

Shop Coat: Series 90-97 Tneme-Zinc 2.5 - 3.5 mils

2nd Coat: Series 66 Hi-Build Epoxoline 3.0 - 6.0 mils

3rd Coat: Series 1095 Endurashield 2.5 - 5.0 mils

Total Dry Film Thickness: 8.0 - 14.5 mils

Minimum Dry Film Thickness: 10.0 mils

3. System No. 1095-2: Epoxy/Epoxy/Urethane

This system is highly resistant to abrasion, wet conditions, corrosive fumes and chemical contact. It provides excellent color & gloss retention. This system should be used for exterior steel surfaces that are neither submerged, nor buried. Series 161 may be substituted for Series 66 for low temperature cure or quick recoats. Series 1095 has a semi-gloss finish. For a different sheen, apply Series 1094 (gloss) or Series 1096 (eggshell) at the same thickness.

Surface Preparation: SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile.

Shop Coat: Series 66-1211 Hi-Build Epoxoline Primer 3.0 - 6.0 mils

2nd Coat: Series 66 Hi-Build Epoxoline 3.0 - 6.0 mils

3rd Coat: Series 1095 Endura-Shield 2.0 - 5.0 mils

Total Dry Film Thickness: 8.0 - 17.0 mils

Minimum Dry Film Thickness: 10.0 mils

4. System No. 1095-3: Epoxy Mastic/Urethane (Overcoat)

This system can be used over factory finish paint or over non-sandblasted steel and offers the high performance of an epoxy/urethane system. Series 1095 has a semi-gloss finish. For a different sheen, apply Series 1094 (gloss) or Series 1096 (eggshell) at the same thickness.

Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil soaked areas or heavily contaminated areas.

Some spot areas may require Hand Tool (SSPC-SP2), Power Tool Cleaning (SSPC-SP3), or Brush Blast (SSPC-SP7/NACE No. 4) to remove loose surface rust.

Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.

Spot Prime (Areas of Bare Steel): Series 135 Chembuild 4.0 – 6.0 mils

1st Coat: Series 135 Chembuild
2nd Coat: Series 1095 Endura-Shield

4.0 - 6.0 mils

2.0 - 5.0 mils

Total Dry Film Thickness: 6.0 - 11.0 mils*

Minimum Dry Film Thickness: 7.0 mils

**Does not include spot prime or previously existing coatings.*

3.14 PERFORMANCE CRITERIA

The following shall serve as a basis of comparison for material substitution requests. Any substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved.

A. Series 66 Hi-Build Epoxoline – Polyamide Epoxy:

- Adhesion: ASTM D4541 – No less than 1,930 psi (13.31 MPa) pull, average of three tests.
- Salt Spray: ASTM B117 (2 Coats Series 66) - No blistering, cracking, checking or delamination of film. No more than 1/8" rust creepage at scribe after 8,000 hours exposure.

B. Series 90-97 Tneme-Zinc – Aromatic Zinc-Rich Urethane:

- Zinc Pigment: 83% by weight in dried film
- Adhesion: ASTM D4541 (Type II) - No less than 1,442 psi (9.94 MPa) adhesion, average of three tests.

C. Series 700 Hydroflon – Advanced Thermoset Solution Fluoropolymer:

- Exterior Exposure: ASTM D1014 (AAMA 2604-98) (South Florida Marine Exposure) - exceeds the exterior weathering requirements of the American Architectural Manufacturers Association (AAMA) 2604-98 standard.
- Exterior Exposure: ASTM D4141, Method C (EMMAQUA) - No blistering, cracking or chalking. No less than 100% gloss retention, no more than 1 unit gloss loss and no more than 0.23 DEHunter color change (white) after 1,500 MJ/m² (69,109MJ/m² total) EMMAQUA exposure.
- QUV Exposure: ASTM D4587 - No blistering, cracking or chalking. No less than 61% gloss retention (31.4 units gloss change) and 1.89 DEFMC2 (MacAdam units) color change (white) after 25,000 hours exposure.
- Xenon Arc Weathering: ASTM D6695 - No blistering, cracking or chalking. No less than 87% gloss retention (11.9 units gloss change) and no greater than 0.37 DE00 color change (white) after 8,000 hours Xenon Arc exposure.

3.15 SYSTEMS REFERENCE GUIDE

A. STEEL & FERROUS METALS

FERROUS METALS - NON-IMMERSION / EXTERIOR / UV-EXPOSED

- | | |
|----------|---|
| 3.14.A.1 | System No. 700-1: Zinc/Epoxy/Fluoropolymer |
| 3.14.A.2 | System No. 1095-1: Zinc/Epoxy/Urethane |
| 3.14.A.3 | System No. 1095-2: Epoxy/Epoxy/Urethane |
| 3.14.A.4 | System No. 1095-3: Epoxy Mastic/Urethane (Overcoat) |

3.16 COATING SCHEDULE - TO BE DEVELOPED BY PROJECT AS NEEDED

END OF SECTION

SECTION 09961 – PAINTING SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Exposed surfaces, both interior and exterior of areas shown, shall be painted according to the schedule listed in the following paragraph.

PART 2 – PRODUCTS

2.01 SCHEDULE

Surface	Painting System (Section 09960)
EXTERIOR	
Fire Hydrants	700-1

PART 3 – EXECUTION

3.01 GENERAL

- A. Paint materials and equipment according to the manufacturer's recommendations.
- B. Finish coat on fire hydrants shall match the City of Ormond Beach standard.

END OF SECTION



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	RFQ - Continuing Contracts for Professional, Architectural, & Engineering Services		
Summary:	This item provides public notification of staff's intent to advertise a Request for Qualifications (RFQ) for continuing contracts for professional, architectural, and engineering services. In 2017, the City, under provisions of the Consultant's Competitive Negotiations Act (CCNA), entered into contracts with 37 firms for professional engineering and architectural services in 13 categories. State law allows for these continuing contracts "for projects in which the construction costs do not exceed \$4 million, for study activity when the fee for such professional service does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause." Although the City's continuing contract term had no term limit, the City Manager has directed staff to re-advertise the RFQ for continuing contracts as the contracts were executed in 2017 and should be renewed around every 5 years. Staff has prepared the RFQ, in an effort to meet the varied needs of the City. The following categories are included: • Airport Facilities • Architectural Services • Information Technology, SCADA, and Telecommunications • Economic Development • Environmental Services • General Civil Engineering • Geotechnical Services • Grant Writing, Administration, Public Outreach & Community Engagement		

	• Mechanical, Plumbing, and Electrical Engineering • Parks & Recreation • Planning Design Services • Project Management • Roadway Facilities • Stormwater Management • Structural Engineering • Survey Services • Transportation Planning & Engineering • Water and Reuse Distribution/Wastewater Collection • Water Supply and Treatment/Wastewater Treatment Upon receipt of submittals, staff will rank the submittals based on the ranking evaluation sheet and select a minimum of 3 firms for each category (assuming at least 3 firms submit for an individual category). The selected firms will be presented to the City Commission for approval prior to entering into a contract. The ranking evaluation is based on a 100 point scale and includes several ranking categories, including a category for local preference. The evaluation form allows 20 points for a firm located in Ormond Beach, 14 points for a firm located in Volusia County, and 6 points for a firm located within 100 miles of City Hall.
Financial Impact:	There are no specific projects proposed at this time. Services are on a work authorization basis and funding would be determined at the time of work authorization award.
Citizen Impact:	Maintaining a continuing consultant contract allows the City to save time and money on retaining consultants for CIP projects. The competitive nature of the RFQ process enables the City to negotiate consultant hourly rates, once the submittals are evaluated and firms selected for contract, thus reduces consultant costs.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to advertise the RFQ for Continuing Contracts for Professional, Architectural, and Engineering Services, unless otherwise directed.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. RFQ 2023-16 Continuing Consultant
Approval:	Kelly McGuire, Finance Director 9/19/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: Continuing Contracts for Professional, Architectural, and Engineering Services

RFQ NUMBER: 2023-16

RFQ DUE DATE & TIME: Wednesday, November 8, 2023 at 2:00 PM

RFQ OPENING LOCATION: Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING: Wednesday, October 25, 2023 at 2:00 PM, City Hall Training Room

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Proposal", please state reason (s):

Continuing Contracts for Professional, Architectural, and Engineering Services 2023-16

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM (Page 2)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Please check the appropriate category/categories for which your firm is submitting a qualification proposal:

Airport Facilities	☐
Architectural Services	☐
Information Technology, SCADA, and Telecommunications	☐
Economic Development	☐
Environmental Services	☐
General Civil Engineering	☐
Geotechnical Services	☐
Grant Writing, Administration, Public Outreach & Community Engagement	☐
Mechanical, Plumbing and Electrical Engineering	☐
Parks & Recreation	☐
Planning Design Services	☐
Project Management	☐
Roadway Facilities	☐
Stormwater Management	☐
Structural Engineering	☐
Survey Services	☐
Transportation Planning & Engineering	☐
Water and Reuse Distribution/Wastewater Collection	☐
Water Supply and Treatment/ Wastewater Treatment	☐

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X	_____
	AUTHORIZED SIGNATURE (MANUAL)

	NAME (TYPED)

	TITLE

	DATED

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

The undersigned SUBMITTER agrees, if this Proposal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Qualifications (RFQ) and to provide all services, as specified or indicated in the RFQ Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date

Addendum Number

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

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____

(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____

hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

***OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.***

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP/RFQ: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP/RFQ's on-line on the Internet. If you have received a copy of this RFQ from any source other than DemandStar, please be aware that you may not have received the latest version of the RFQ or any related addendums.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a

combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
--

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Professional, Architectural, and Engineering services for the following continuing contract categories:

Airport Facilities
Architectural Services
Information Technology, SCADA, and Telecommunications
Economic Development
Environmental Services
General Civil

Geotechnical Services
 Grant Writing, Administration, Public Outreach & Community Engagement
 Mechanical, Plumbing, and Electrical Engineering
 Parks & Recreation
 Planning Design Services
 Project Management
 Roadway Facilities
 Stormwater Management
 Structural Engineering
 Survey Services
 Transportation Planning & Engineering
 Water and Reuse Distribution / Wastewater Collection
 Water Supply and Treatment / Wastewater Treatment

Professional Qualifications: Any firm or individual licensed to perform professional engineering or Architectural services in the State of Florida, having demonstrable professional experience in the project category and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCHEDULE OF PROPOSAL

October 8, 2023	Advertisement
October 25, 2023 at 2:00 PM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
November 8, 2023, 2:00 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
November 9 – December 8, 2023	Proposal Rankings
January 16, 2024	City Commission Approval of contracts.
February 1, 2024	Contract effective date

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. One unbound copy which includes the following information:
 - a. Letter of interest.
 - b. Proposer Acknowledgement form & Request for Qualification form (2 Pages), completed. **Please be sure to indicate on the second page all the continuing contract categories that you are submitting for.**
 - c. Overview description of the firm and its ability to provide the professional services being applied for.
 - d. Provide list of current continuing contracts and contact information for each.
 - e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
 - f. Copy of firm's current Florida Professional License renewal.
 - g. Copy of firm's certificate of insurance.
 - h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
 - i. Completed Drug-Free Workplace Certification
 - j. Verification of employment status using E-Verify Form
2. Completed one Standard Form (SF) 330 **for each continuing contract category**. The following changes to the standard form shall be incorporated for this submittal.
 - a. **Part I, Section E. Resumes** – Limit resumes for each individual to 1 page and provide a maximum of 5 Relevant Projects.
 - b. **Part I, Section F. Example Projects** – Present a maximum of 5 projects.
 - c. **Part II item 11a-** where requested to provide revenues for Federal Work, submitter shall provide revenues for Municipal contract work.

Only one proposal package shall be submitted regardless of the number of categories of continuing contracts that the submitter is requesting to be considered for

GENERAL INSTRUCTIONS

- Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ due date. Questions received after that time will not be responded to.

Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
Purchasing Coordinator
22 South Beach Street Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is October 31, 2023 at 5:00pm.

- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- Proposal Delivery: Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than November 8, 2023, 2:00 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.
- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF FIRM

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm and the overall qualifications of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project. The location of the firm's home office where the work will occur from will also be an important factor. A copy of the evaluation ranking scoring criteria is attached to this RFQ.

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than three of the most qualified proposers based on rankings to be considered for continuing contracts in each category. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received) in each category. Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Description of Continuing Contract Categories

Airport Facilities
Architectural Services
Information Technology, SCADA, and Telecommunications
Economic Development
Environmental Services
General Civil
Geotechnical Services
Grant Writing, Administration, Public Outreach & Community Engagement
Mechanical, Plumbing, and Electrical Engineering
Parks & Recreation
Planning Design Services
Project Management
Roadway Facilities
Stormwater Management
Structural Engineering
Survey Services

Transportation Planning & Engineering
Water and Reuse Distribution / Wastewater Collection
Water Supply and Treatment / Wastewater Treatment

Airport Facilities - The Ormond Beach Municipal Airport (OMN) is located on 1,128 acres of land just east of Interstate 95, north of the Tomoka River and west of U.S. Highway 1. The airport offers two intersecting runways, 9/27 and 17/35, which are 4005 feet and 3701 feet in length respectively, served by six taxiways that are fully lighted. There are about 170 aircraft based at the airport with approximately 123,000 annual operations (takeoffs or landings). Owned and operated by the City of Ormond Beach, the airport is designated by the Federal Aviation Administration as a publicly-owned, public-use general aviation facility, and by the National Plan of Integrated Airport Systems as a General Aviation (GA) Transport Type (TR) Airport. Recent improvements to the airport include installation of perimeter security fencing, runway rehabilitation, construction of an air traffic control tower, a public use heliport, taxiway construction and rehabilitation, new runway, taxiway and ramp lighting, security surveillance systems, a new rotating beacon, as well as new road construction. The firm shall be familiar with FAA design criteria and capable of environmental analysis in accordance with the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA). All firms should be capable of FAA Airport Improvement Program (AIP) grant preparation and administration assistance, and should be knowledgeable and experienced with AIP requirements. Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant program, as well as familiarity with FAA Orders and Advisory Circulars, FAA standards, and the FAA process for managing active airport projects will be given due consideration. The firm shall also be evaluated based upon experience and familiarity with FDOT aviation grant programs, the PTGA application and administration process, and FDOT airport project management guidelines and reporting procedures. Familiarity with the particulars of the Florida Aviation Database and JACIP will also be considered.

Architectural - Consulting services shall include, but not be limited to, architectural services related to construction and renovation of City buildings, public facilities, and water and wastewater treatment plant facilities, structural analysis, damage assessment assistance, and other miscellaneous services.

Information Technology, SCADA, and Telecommunications – Consulting services shall include, but not be limited to, provide professional guidance to the City regarding all aspects of Information and communications technology. Services shall include evaluation of needs, technology selection recommendations, implementation and support. Projects may include technology Roadmap, Evaluation, selection and Design of ACD Technology, call routing and agent performance, remote agent implementation, low voltage cable design, and disaster recovery planning and preparation.

Economic Development - The Economic Development Department seeks qualified consultants to provide professional economic development services. The City seeks consultants who have worked for public and private enterprise and has market intelligence. They should have experience in advising local governments. Expertise sought includes but is not limited to -- economic development strategic planning; economic and fiscal impact analysis for public and /or private development projects; commercial real estate development expertise including market and feasibility analysis, negotiations, infill development and

redevelopment within CRAs and non-CRA commercial corridors; public private partnerships; expertise in economic development marketing and advertising; national site selection.

Environmental Services - Consulting services shall include, but not be limited to, Phase I & II site assessments, site remediation, wetland and threatened and endangered species studies, and groundwater remediation.

General Civil Engineering - Consulting services shall include, but not be limited to, general civil engineering services related to site development of public properties including design of public facilities including, but not limited to, facility construction, renovation and rehabilitation, building and property site assessments, sustainability, and energy efficiency design.

Geotechnical Services - Consulting services shall include, but not be limited to, engineering services pertaining to subsurface investigation, drilling, and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and values engineering analysis.

Grant Writing, Administration, Public Outreach & Community Engagement - Consulting services shall include, but not be limited to Grant funding research, develop competitive proposals for traditional Federal, State, and Local granting sources, attending meetings with granting agencies, compliance with grant requirements, grant reporting, and closeout.

Additionally, The City of Ormond Beach seeks dynamic firms experienced in public outreach and Community Engagement. Prospective firms should provide services that include innovative public outreach strategies proven experience as professional facilitators and a history of successfully engaging the public to ensure that City projects and programs successfully incorporate input from our residents and shareholders. The selected firm(s) will be expected to gather specific information related to current City provided services, as well as use, preferences and any other agency strengths, weaknesses, opportunities, and issues. They should further expect to provide well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation process is achieved. Written records and summaries of the results of all public process and communication strategies will be expected to provide support for project planning and justification.

Mechanical, Electrical, and Plumbing Engineering - The City has numerous municipal facilities, including existing buildings, parks and recreation facilities, etc. Potential projects include upgrade and modification of interior and existing exterior lighting; HVAC systems, and plumbing systems. Design of improvements and rehabilitation to existing facilities; and design of new facilities, such as at parks and recreation facilities, municipal buildings, utility facilities, etc.

Parks and Recreation – The City of Ormond Beach completed a parks and recreation master plan in 2021. The City’s public lands for park and recreation includes approximately 50 City-

owned properties comprising a total of 472 acres. Park categories include: Mini parks, Neighborhood parks, Community Parks, a Sports Complex, and Natural Resource parks. Consulting services shall include, but not be limited to, master planning, site layout and design, public involvement and outreach, facility renovation, and park planning and design.

Planning and Design Services - The provision of urban planning expertise that includes but is not limited to, master or comprehensive planning, special area planning, recreation planning, environmental, transportation, historical, land use, capital facility, corridor, DDA/Downtown CRA, and streetscape planning. Included in this should be the ability to provide urban design, landscape architecture, grant writing/fund development and planning, zoning, and site plan review assistance if needed. Also, should be able to provide specialized planning, engineering, and financial services designed to reduce fossil fuel emissions in a manner that is environmentally sustainable and maximizes benefits to its client; reduces energy consumption for its client; or improves energy efficiency in the building, transportation, land use, or other appropriate sector (i.e. Green Planning).

Project Management- Consulting services shall include, but not be limited to, assisting staff in preparation of budgets and plans for Capital Projects, managing consultants engaged in the design of capital improvement projects, evaluation of proposals and contract documents, review of shop drawing, and Construction Administration services during the construction of capital improvement projects. Work may include project management for State and Federal entities Projects included for Management include those from all categories of the City's current Capital Improvement Plan.

Roadway Facilities – Consulting services shall include, but not be limited to, engineering design of urban and rural roadways under the maintenance responsibility of the City of Ormond Beach, which currently maintains both urban and rural roadways. Included in this category will be design related to bituminous asphalt and concrete pavement, sidewalk construction and replacement, and all ancillary components normally required including design of minor bridges and culverts associated with roadways, stormwater facilities, striping, signage, and signalization. Selected firms should possess the ability to inspect and provide roadway assessment reports, street rehabilitation, reconstruction, and resurfacing.

Stormwater Management - Consulting services shall include, but not be limited to, stormwater master planning, stormwater system design, hydraulic modeling, basin runoff modeling, permit acquisition, system evaluation and rehabilitation

Structural Engineering - The City's existing facilities include numerous buildings and other structural facilities. Potential projects include piers and docks, pavilions, restroom facilities and other parks and recreation accessory structures; analysis of and improvement of the structural condition of existing facilities; bridge and utility structural design; design of new and rehabilitated municipal facilities and structures.

Survey - Survey services shall include, but not be limited to, plat review as the city surveyor, boundary surveys, topographic surveys, construction layout, right-of-way surveys, legal

descriptions, as-built surveys, etc. Applicable survey firms will have a registered PLS and full survey capability.

Transportation Planning & Engineering - Consulting services shall include, but not be limited to, traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, review of traffic impact analyses, concurrency management studies, and corridor studies. Consultants should be familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long-range transportation plans administered by that organization.

Water and Reuse Distribution / Wastewater Collection – Consulting services shall include, but not be limited to, water and wastewater master planning, utility rate studies, includes, design of pressure mains and gravity collection mains, design of pump stations, booster stations, and lift stations, infrastructure rehabilitation, condition assessment studies, and hydraulic modeling

Water Supply and Treatment / Wastewater Treatment - – Consulting services shall include, but not be limited to, water and wastewater treatment plant design, rehabilitation, and expansion, capacity analysis report, water and wastewater treatment plant permitting, and permit renewal, process and operations support, condition assessment studies, and hydraulic modeling (currently the City's water system exists on Infowater®).

Consulting service shall also include engineering services pertaining to groundwater modeling, water supply evaluation studies, hydro geological assessments, water use permitting, hydro geological design, well design, well construction consulting and inspection services, well sampling, water quality testing and analysis, geochemical pattern analysis, geophysical logging and surveying, chemical and biological sampling and analysis.

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a minimum term of 5 years.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys'

fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFQ;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Risk Management and Insurance Requirements

A. 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

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.

B. 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.

C. 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.

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION
STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: 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 proposal 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 proposals 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:

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.

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.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

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 proposal, 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.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name

Signature

Title

APPENDIX A

Evaluation Form

Continuing Contracts for
Professional, Architectural and Engineering Services
RFQ NO.: 2023-16

CATEGORY _____

NAME OF FIRM: _____

REVIEWER: _____

DATE: _____

	<u>Points</u>
Qualifications of the Firm (30 pts.)	_____
Project Team (25 pts.)	_____
Relevant Project Experience (20 pts.)	_____
Location of Firm (20 pts.)	_____
Within 30 miles of Ormond Beach City Hall – 20 Pts.	
Within 70 miles of Ormond Beach City Hall – 14Pts.	
Greater than 70 miles from Ormond Beach City Hall – 6 Pts.	
Minority Business Enterprise (5 Pts.)	_____

Total Points:_____



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Riverside Drive Closures		
Summary:	This is a request for the City Commission to authorize the closure of Riverside Drive for the Ormond LIVE! event that was postponed from September 30 and October 1, 2023 to October 14 and 15, 2023 due to forecasted weather.		
Financial Impact:	None		
Citizen Impact:	The residents will continue to enjoy special events safely.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of closing Riverside Drive from Granada Boulevard to Casements Drive in accordance with this schedule.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:			
Approval:	Kelly McGuire, Finance Director 9/28/2023 Claire Whitley, Assistant City Manager 9/28/2023 Joyce Shanahan, City Manager 9/28/2023		



City of Ormond Beach

AGENDA ITEM

October 4, 2023 - City Commission

Number:9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-49
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendments, Certificate of Use (SECOND READING)		
Summary:	This is an administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development orders and building permits of the Land Development Code (LDC) to establish requirements for a certificate of use. The proposed amendments involve three distinct elements of the code that govern the occupancy and use of structures and land for residential and non-residential purposes, which include (1) Certificate of Occupancy, (2) Certificate of Use, and (3) Business Tax Receipts. As part of the upcoming conversion to the Tyler Enterprise Permitting and Licensing software, there is a need to provide a clearer delineation between a Certificate of Use and a Business Tax Receipt. A Certificate of Use is issued to a business based on the proposed use of the building and the land. A new certificate is issued as the use, name of business and/or ownership changes. Many Certificates of Use could be issued throughout the life of a building. A Certificate of Use is issued to non-residential locations and residential properties operating a home-based business. The Business Tax Receipt is a tax assessed to a business for the privilege of engaging in or managing any business, profession, or occupation within the jurisdiction of the City. The proposed amendments clarify the zoning review of a Certificate of Use and the tax aspects of a Business Tax Receipt. The <u>Planning Board</u> reviewed the LDC amendment on August 10, 2023 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application.		
Financial Impact:	There is no budget impact as the result of the LDC Amendment.		

Citizen Impact:	The proposed amendments will ensure all businesses are operating in accordance with the City's LDC and Ordinances. The intent of the amendments is to improve the permitting process and provide clarity to the process.	
Recommended Action (Staff, Advisory Board and/or Other):	Planning Board recommends the City Commission approve the LDC amendment to establish requirements for a Certificate of Use.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 23-49 LDC Amendment, Certificate of Use (P23-0117G) 2. 08.10.2023 LDC amendment, Certificate of Use - PB Report 3. 08.10.2023, DRAFT Planning Board Minutes - Certificate of Use	
Approval:	Kelly McGuire, Finance Director 9/21/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023	

ORDINANCE NO. 2023-49

AN ORDINANCE AMENDING SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 1, GENERAL ADMINISTRATION, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY ADDING REQUIREMENTS FOR CERTIFICATE OF USE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-14, Development orders and building permits, of Article II, Administration and enforcement, of Chapter 1, General Administration, of the City of Ormond Beach, Florida, *Land Development Code*, is hereby amended to read as follows:

Sec. 1-14. Development orders, and building permits, certificate of occupancy and certificate of use permits.

Prior to the commencement of any development activity, the city shall have issued an approved development order and building permit. A development order shall be issued only in conjunction with the approval of either a final site plan or subdivision plat wherein the applicant will install all improvements prior to final approval and acceptance of the site plan or subdivision. If the applicant does not intend to install improvements as required by the approved development order and permit prior to final subdivision plat approval, then the development order shall be issued only in conjunction with the approval and recording of the final subdivision plat. An approved development order allows for the issuance of building permits for the initiation of development activities, including land clearing, site preparation, utility construction, road construction and building construction.

- (1) *Development order contents. (No change to existing text)*
- (2) *General conditions. (No change to existing text)*
- (3) *Expiration of a development order. (No change to existing text)*
- (4) *Extension of expiration date. (No change to existing text)*

(5) *Modification of a development order. (No change to existing text)*

~~(7)~~ (6) Administrative variance. The planning director may grant an administrative variance to the dimensional standards established in chapter 2, articles II and III of this Land Development Code for principal and accessory structures allowed in the respective zoning districts. A request for an administrative variance shall be provided in writing by the property owner with the required review fee as established in the Code of Ordinances. The granting of an administrative variance from the standards of dimensional standards established in chapter 2, articles II and III of this Land Development Code requires the following:

- a. Administrative variances may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.
- b. If the request is approved by the planning director, the administrative variance shall be recorded in the official records of Volusia County and included in the project's building permit file.
- c. Annually, the planning director shall provide to the board of adjustment and appeals and city commission a report identifying all administrative variances granted.
- d. Any party may appeal the administrative variances determination of the planning director pursuant to section 1-19.

(7) Uses granted subject to conditions of a development order. Where a use was granted subject to conditions or restrictions imposed through a development order, such conditions shall remain in effect and be considered in conjunction with the issuance of a building permit, certificate of occupancy, and certificate of use until such time as they may be amended by a subsequent development order.

~~(6)~~ (8) Building permits, certificate of occupancy and certificate of use permits.

a. *Building permit required.*

1. No land shall be cleared, excavated, or filled and no structure shall be erected, repaired, moved, added to, structurally altered or demolished without the payment of fees and a building permit therefor issued by the chief building official.
2. A building permit shall be issued for site or subdivision clearing, grading and the installation of improvements as a site inspection (SPRC) engineering permit, only upon receipt of all required documents and completion of a

preconstruction meeting, as required in chapter 4, articles I and II of this Land Development Code.

3. Building permits for buildings related to an approved subdivision plat, except for construction buildings related to said subdivision, shall only be issued after the final subdivision is recorded. Furthermore, building permits shall only be issued upon a determination by the chief building official that said buildings, including model homes and construction buildings, comply with the city's building and construction codes.
 4. No building permit shall be issued by the chief building official except in conformity with the following:
 - (i) Building and construction regulations of the city's Code of Ordinances;
 - (ii) Provisions of this Land Development Code including, but not limited to, the items in subsection (6)b of this section and the comprehensive plan;
 - (iii) Conditions stated in a development order issued pursuant to this Land Development Code, including site plan approval when required in accordance with article 4 of this chapter;
 - (iv) All requirements of this Land Development Code shall be met unless a variance is granted by the Board of Adjustment and Appeals as provided under section 1-16, Board of Adjustment and Appeals.
 5. No demolition permit shall be issued by the chief building official for any structure that was constructed prior to January 1, 1950, or any structure designated as an historic landmark on the Ormond Beach Historic Landmark List or in the Lincoln Avenue Overlay District; such permit has been processed in accordance with the provisions of section 2-71.
 6. No building alteration permit shall be issued by the chief building official for any structure designated as an historic landmark on the Ormond Beach Historic Landmark List or located in the Lincoln Avenue Overlay District except where such permit has been processed in accordance with the provisions of section 2-71.
- b. *Submittal requirements.* This subsection is supplemental to the building and construction regulations of the city's Code of Ordinances and any other related ordinances adopted by the city commission. Building permit applications shall be made by the property owner or his designated agent and shall include the items as required by the building and code division, building permit application checklist, the state building code, and both local and state regulations. Building permit submittals shall be submitted in an electronic format as designated by the planning director. Plans, specifications, plats, reports, or other documents submitted by design professionals in electronic format for review shall be signed and sealed electronically pursuant to F.S. §§ 471.025, 481.221, and 668.001-006. The building permit submittal shall include the following information:

1. The actual shape and dimensions of the lot to be built upon;
2. The exact sizes and locations of the building or buildings to be erected or altered on the lot;
3. The existing use of buildings on the lot, if any;
4. The intended use of each building or buildings or parts thereof;
5. The number of families the building is designed to accommodate;
6. The location and number of required off-street parking and off-street loading spaces;
7. Landscaped buffer areas as required by this Land Development Code;
8. A recent survey of the lot certified to the city, made by a registered professional land surveyor registered in the state (all property stakes shall be in place at the time of application);
9. A list of hazardous substances or materials to be used at the site; and
10. Such other information with regard to the lot and existing and proposed structures as may be necessary to determine compliance with and provide for the enforcement of the regulations in this Land Development Code, including, but not limited to, the following:
 - (i) Section 2-50, accessory uses, as appropriate.
 - (ii) Chapter 2, article IV of this Land Development Code, conditional and special exception regulations, as appropriate.
 - (iii) Section 3-20, floodplain management and protection, if applicable.
 - (iv) Section 3-25, driveway and access standards.
 - (v) Section 3-17, sea turtle protection, if applicable.
 - (vi) Section 3-19, public water supply wellfield protection, if applicable.
 - (vii) Section 3-21, wetlands protection, if applicable.
 - (viii) Section 1-27, impact fees.
 - (ix) Section 1-28, utility installation fees.
 - (x) Chapter 3, article IV of this Land Development Code, sign regulations.

c. *Issuance of permit.*

1. If a building permit request is denied, the chief building official shall state the basis for such denial in writing to the applicant within thirty (30) calendar days of receiving a complete application.
2. Building permits issued on the basis of plans and applications approved by the chief building official authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction shall be allowed. Uses, arrangements and construction other than originally permitted must be resubmitted for permit approval. Any use, arrangement, or construction which is at variance with that authorized shall be deemed a violation of this Land Development Code, and punishable as provided for in section 1-13, violations, and the permit for such

structure may be revoked if compliance is not achieved as per the order of the special magistrate.

3. No building permit may be issued for an accessory use except in conjunction with an existing principal use or building permit for such use.
4. Where, at the adoption of the ordinance from which this Land Development Code is derived and amendments thereto, there are outstanding valid building permits, authorizing the construction of buildings, structures, additions or alterations the use or construction of which do not conform to the requirements of this Land Development Code, such permits shall be void unless actual construction work, excluding grading or excavation, is underway within sixty (60) days of the effective date of the ordinance from which this Land Development Code is derived.
5. When at the adoption of the ordinance from which this Land Development Code is derived there are outstanding, valid building permits authorizing the use of land or buildings without construction work, and where such use is not permissible under the terms of this Land Development Code, such permit shall be void unless the use is actually in operation on that date.

d. *Certificate of occupancy/business tax receipt.*

1. ~~It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or part thereof, including accessory structures until a certificate of occupancy shall have been issued therefor by the chief building official stating that the proposed use of the premises or land conforms to the requirements of this Land Development Code and the comprehensive plan. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the chief building official has issued a certificate of occupancy therefor as provided in the Florida Building Code and The Florida Fire Code. Prior to the issuance of any certificate of occupancy, the premises shall be inspected by the chief building official or designee, who shall certify that the building, land and appurtenances thereto meet these safety codes and all related city codes and ordinances. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of any city code, or any other local or state laws.~~
2. ~~A certificate of occupancy or a business tax receipt may be withheld if any sections of this Land Development Code are violated and such violation is not rectified by the property owner within a reasonable period of time not to exceed ninety (90) days from the date of notice from the city by registered mail. The notice to the person responsible for such violations and the property owner shall be consistent with section 1-13, violations.~~
- 3.2. A certificate of occupancy for a structure or use requiring site plan approval under chapter 4, article I of this Land Development Code shall not be issued until all members of the SPRC have accepted the improvements as being

consistent with the approved site plan and any conditions attached thereto and verified by the chief building official, the premises are inspected by the chief building official or designee who shall certify that the building, land and appurtenances thereto meet the requirements of the Florida building code, fire safety standards and all related city codes and ordinances. The chief building official may issue a conditional certificate of occupancy for projects that do not fully comply with the approved landscaping plans subject to the provisions of section 3-05(f)(2). Pursuant to this section, the landscape architect and the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance of surety bond, a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors.

- 4.3. The chief building official shall maintain a record of all certificates of occupancy and a copy shall be furnished upon request to any person.
5. ~~Prior to the issuance of any business tax receipt, the premises shall be inspected by the chief building official or designee, who shall certify that the building, land and appurtenances thereto meet the requirements of the state building code, fire safety standards and all related city codes and ordinances.~~
- 6.4 If a certificate of occupancy or business tax receipt is denied under this section, the chief building official shall state the basis for such denial in writing to the applicant within ten (10) working days of the request for approval.

e. *Conditions imposed. Certificate of use required.*

1. ~~Where a use was granted subject to conditions or restrictions imposed through a development order, such conditions shall remain in effect and be considered in conjunction with the issuance of a building permit, certificate of occupancy or business tax receipt until such time as they may be amended by a subsequent development order.~~
2. ~~The chief building official shall maintain a record of all development orders issued by the city commission, site plan review committee, the Board of Adjustment and Appeals, the special magistrate, and the development services division/building and code division and shall ensure that all building permits and certificates of occupancy are in compliance with development orders.~~
3. ~~Where a use was granted subject to conditions and the same use has become a permitted use under this Land Development Code, any restrictions or conditions imposed upon such conditional use shall be deemed removed if this Land Development Code does not impose the same or similar conditions upon the permitted use hereunder.~~

1. A certificate of use shall be required for all permanent businesses, professions and occupations conducted in residential and non-residential structures on properties located within the corporate limits of the city, including non-profit organizations and multi-family buildings, within the jurisdiction of the city. The certificate of use shall be required for each individual business located within the city. The certificate of use issued by the chief building official confirms that the proposed use and location of a business complies with all applicable Land Development Codes, including but not limited to zoning restrictions, the Code of Ordinances, the Florida Building Code, Fire Safety Codes, and other laws or regulations of the business.
2. Applications for the certificate of use must be made by completing an application form as provided by the chief building official and paying a fee in an amount to be set from time to time by resolution of the city commission.
3. Notwithstanding any ordinance to the contrary, and notwithstanding any prior legal status of any business, any new business or any changes in; use, name, ownership, expansion of square footage occupied, or the inclusion of additional uses after October 3, 2023, will require a certificate of use.
4. A certificate of use shall cover all uses contained within a structure or permitted on the land. All uses within the structure or on the land that are consistent with those permitted in the certificate of use shall not require separate certificates of use. A new certificate of use will be required for all uses inconsistent with the uses permitted under a certificate of use.
5. The city shall have the right to inspect the property in conjunction with an application for a certificate of use and periodically inspect premises at any reasonable time to ensure the existence of a current and valid certificate, and to ensure compliance with applicable Land Development Code regulations, Florida Building Code, Florida Fire Prevention Code, solid waste regulations, and all applicable local, state regulations and other terms under which a certificate of use was issued.
6. No certificate of use shall be utilized in a manner contrary to the regulations contained within the Land Development Code and Code of Ordinances, or other local, state or federal law.
7. Any person conducting a business for which a certificate of use is required by this Chapter shall post the certificate of use in a conspicuous place in or about the place of business where it may be seen upon inspection by any official of the city. Failure to do so shall constitute a violation of this subsection. If a certificate of use is lost or stolen, a duplicate certificate of use may be issued by the chief building official, a duplication fee shall be charged for each duplicate certificate of use. Certificates of use shall not be issued to post office boxes.
8. Review.
 - (i) Each certificate of use application shall be reviewed for any new uses, changes in use, expansion of square footage or inclusion of new uses,

for compliance with the requirements of the Florida Building Code, fire safety standards and all related city codes and ordinances. Failure to permit inspection of the premises shall be grounds for denial of an application for a certificate of use or revocation of an existing certificate of use.

- (ii) In the event the chief building official denies any application for a certificate of use, the chief building official shall provide the applicant within thirty (30) days in writing, the reasons for said denial and any documents pertaining to the denial.

9. Annual renewal of certificate of use.

Except for certificates of use required to be renewed annually by the Code of Ordinances or by any zoning exception, variance, waiver, or administrative deviation, certificates of use shall remain valid for an unlimited time unless revoked for cause. The certificate of use is only valid for the specific address, business name, corporate name and type of business for which it was issued. A new certificate of use shall be required for any changes in; use, name, ownership, expansion of square footage occupied, or the inclusion of additional uses.

10. Penalty for failure to obtain a certificate of use.

- (i) Whenever it is determined that a person or entity is operating a business without a certificate of use, a notice of violation shall be served to the owner of the property (and the tenant, renter or lessee if applicable), hereinafter referred to as the "alleged violator". The notice of violation shall also state the ramifications for failing to comply with the notice of violation including a cease and desist order from the chief building official. The notice shall be mailed by certified or express mail or hand delivered to each alleged violator as shown by the public property records of Volusia County and to the person or entity that made application for the permit.
- (ii) If after receipt of the notice of violation, the alleged violator has not complied with the notice of violation and has not submitted a completed application for a certificate of use, the chief building official shall issue a cease and desist order to cease business operations. The cease and desist order shall also include a statement of the particular code violation(s) and detail the appeal mechanisms available to the alleged violator.
- (iii) The cease and desist order may be contested upon appeal by the same method provided by section f below.

11. Revocation or suspension of a certificate of use.

The chief building official is authorized to suspend or revoke a certificate of use for cause. The following constitute adequate grounds to suspend or revoke a certificate of use:

- (i) The certificate holder has failed to disclose or has misrepresented a material fact or information required by this section in the application;
- (ii) The certificate holder, as part of the certificate holder's business activity within the city, is engaged in conduct that is detrimental to the public health, welfare or safety of the public;
- (iii) The certificate holder does not engage in the use described in the application or has changed the use without authorization through approval of a new certificate of use for the changed use, as required herein;
- (iv) The certificate holder is conducting business from premises that do not possess a valid and current certificate of occupancy as required by this code;
- (v) The certificate holder is creating, or has failed to timely correct, an environmental hazard in violation of local, state or federal law;
- (vi) In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the business operation;
- (vii) The certificate holder, as part of their business activity within the city, has used the premises or knowingly lets, leases or gives space for unlawful gambling purposes, has allowed the business or business location to be used by an organized or criminal gang, or by organized or criminal gang members or gang associates for an unlawful purpose or in violation of the Code of Ordinances or the Land Development Code, or to promote or further the interests of an organized or criminal gang, or organized or criminal gang members or gang associates; permitted prostitution to occur on the business in conjunction with a massage operation or other business; has permitted the use or sale of illegal narcotics on the premises; permitted a use that contributes to the illegal delinquency of minors; or permitted a sexually oriented business to operate in violation of the Code of Ordinances, or permitted use that is unlawful pursuant to city or county code, state or federal law;
- (viii) The building or structure occupying the business has been deemed unsafe or unfit for human occupancy by the chief building official and the certificate holder has not complied with the regulations under the Code of Ordinances as to unsafe structures;
- (ix) The certificate holder's premises have been found to constitute a public nuisance pursuant to Sections 823.01, 823.05, 823.10, or 823.13, Florida Statutes;
- (x) The certificate holder has failed to timely correct violations of, or satisfy any fines or liens, imposed pursuant to an order of special magistrate for violations of the city Code of Ordinances;

- (xi) The certificate holder that is required to maintain licensing by the state or by any agency thereof, whose state license is suspended or revoked, shall, immediately upon such suspension or revocation, also have his receipt issued hereunder suspended or revoked.
- (xii) Appeal of a suspension or revocation of a certificate of use shall be in accordance with section f below.

- f. ~~Appeal. Any decision of the chief building official may be appealed in accordance with section 1-19, appeals.~~

Procedure for denial of building permit, certificate of occupancy, or suspension or revocation of certificate of use; appeal.

In the event the chief building official determines there are sufficient grounds to deny a building permit, certificate of occupancy, or to suspend or revoke a certificate of use, the chief building official shall provide the applicant written notice along with the reason(s) for and any written relevant documentation pertaining to the suspension or revocation. To appeal the decision, the applicant or certificate holder must within fifteen (15) days after notice of the decision apply in writing to the chief building official for a hearing before the special magistrate. The request for an appeal must be: 1) addressed to the chief building official; 2) shall either be hand delivered to the building official or mailed with a postmark within the 15-day period after notice is received; and 3) notwithstanding any other code provisions to the contrary, the hearing shall be heard by the special magistrate in accordance with the process set forth in Chapter 2, Article VII, sections [2-254](#), [2-257](#) and [2-266](#), Code of Ordinances.

Appeal of an order of the special magistrate shall be to the circuit court of Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the special magistrate order.

- g. Injunctive relief; enforcement.

Any person who violates a provision of this subpart or a written order promulgated under this subpart is subject to injunctive or other equitable relief to enforce compliance with or prohibit the violation of this subpart. The chief building official is hereby authorized to institute actions on behalf of the city in any court of competent jurisdiction in this state to seek enforcement of this subpart and all remedies for violations thereof. Any person or entity that violates or fails to comply with this section shall also be subject to fines and costs pursuant to code enforcement action as provided by the Code of Ordinances and other relief that may be granted by a special magistrate order. Each day of violation or noncompliance shall constitute a separate offense.

~~(7) *Administrative variance.* The planning director may grant an administrative variance to the dimensional standards established in chapter 2, articles II and III of this Land Development Code for principal and accessory structures allowed in the respective zoning districts. A request for an administrative variance shall be provided in writing by the property owner with the required review fee as established in the Code of Ordinances. The granting of an administrative variance from the standards of dimensional standards established in chapter 2, articles II and III of this Land Development Code requires the following:~~

- ~~a. Administrative variances may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.~~
- ~~b. If the request is approved by the planning director, the administrative variance shall be recorded in the official records of Volusia County and included in the project's building permit file.~~
- ~~c. Annually, the planning director shall provide to the board of adjustment and appeals and city commission a report identifying all administrative variances granted.~~
- ~~d. Any party may appeal the administrative variances determination of the planning director pursuant to section 1-19.~~

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 20th day of September, 2023.

PASSED UPON at the second and final reading of the City Commission, this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

**Land Development Code (LDC) amendment:
Certificate of Use**

Project Number: LDC 2023-050

PLANNING BOARD DATE:	August 10, 2023
TENTATIVE CITY COMMISSION DATE:	September 20, 2023 (first reading) and October 4, 2023 (second reading)
APPLICANT:	Administrative
REQUEST:	Administrative amendment to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development orders and building permits to establish requirements for a certificate of use.
PLANNING STAFF RECOMMENDATION	Approval
STAFF CONTACT:	Robin Gawel, Senior Planner

SECTION 1, INTRODUCTION: This is an administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development orders and building permits to establish requirements for a certificate of use. This item was reviewed and recommended for approval at the May 11, 2023 Planning Board. In preparation for the City Commission agenda item, there were substantial changes that require the Planning Board to review the amendments attached in ATTACHMENT 1. The certificate use standards were previously proposed in the Code of Ordinances and are now are proposed as part of the Land Development Code.

SECTION 2, BACKGROUND:

The proposed amendments involve three (3) distinct elements of the code that govern the occupancy and use of structures and land for residential and non-residential purposes. These elements are discussed below:

1. Certificate of Occupancy:

The city's Land Development Code defines a Certificate of Occupancy as "*a document prepared by the administrative official certifying that a specific development has been designed and constructed in a manner consistent with applicable terms of this Land Development Code and applicable building codes so long as uses associated with the development are carried out consistent with all applicable laws and ordinances.*"

A Certificate of Occupancy is also required by the Florida Building Code section 111.2 to be issued *“after the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety.”*

The existing text of Section 1-14, paragraph (3.), of the Land Development Code, conditions the issuance of a Certificate of Occupancy upon the acceptance by all of the members of the Site Plan Review Committee, of the improvements as being consistent with the approved site plan.

2. Certificate of Use:

The city’s Land Development Code defines a Certificate of Use as *“a document prepared by the administrative official certifying that a specific use as designed and proposed is consistent with applicable terms of this Land Development Code so long as the operation of the use is carried out consistent with all applicable laws and ordinances.”*

A Certificate of Use requires three (3) reviews to determine compliance:

- a) Zoning review to confirm that proposed use and location complies with city zoning regulations;
- b) Building review and inspection of the premises to confirm that the building meets all of the state building and safety codes for the type of use;
- c) License review to ensure that the owner possesses all of the required state licenses, liability insurance and other necessary documentation.

3. Business Tax Receipts:

The Business Tax Receipt is defined in the city’s Code of Ordinances as *“the fees charged and the method by which the city grants the privilege of engaging in or managing any business, profession or occupation within its jurisdiction. The term “business tax” does not mean any fees or licenses paid to any board, commission, or officer for permits, registration, examination, or inspection. Unless otherwise provided by law, these are deemed to be regulatory and in addition to, but not in lieu of, any business tax required under the provisions of this chapter.”*

Florida Statute 205 grants municipalities the authority to levy a tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction and based on the provisions in the state statute, the Business Tax Receipt has long since been the method used to accomplish the tasks more appropriately carried out under a Certificate of Use.

The Florida Association of Business Tax Officials acknowledges that the business tax, is merely a tax, and that although there are some regulations contained in FS 205 to revoke the business tax, it is not an effective method for regulating and enforcing business uses and activities by the local jurisdiction. With this in mind, a large number of cities have amended their codes to include a Certificate of Use to be issued in conjunction with a Business Tax Receipt. This establishes a more sufficient process for managing compliance as well as non-compliance for businesses operating within the city limits. The City of Jacksonville, Daytona Beach Shores and Orlando are a few

examples of cities in our area. Staff reviewed their regulations as part of the analysis and development of the proposed amendments.

To summarize, the distinct elements in the proposed amendments are;

1. A Certificate of Occupancy: issued at the completion of a newly constructed building once the building and site improvements are complete. A Certificate of Occupancy is issued, for principal residential structures and non-residential structures, one time for the life of the building.
2. A Certificate of Use: issued to a business based on the proposed use of the building and the land. A new certificate is issued as the use, name of business and/or ownership changes. Many Certificates of Use could be issued over the life of a building. A Certificate of Use is issued to non-residential locations and residential properties operating a home-based business.
3. The Business Tax Receipt: a tax assessed to a business for the privilege of engaging in or managing any business, profession, or occupation within the jurisdiction of the city.

SECTION 3, ANALYSIS: The certificate of use Land Development Code amendment was previously presented to the Planning Board on May 11, 2023. Since this time, additional review by the City Attorney's Office has resulted in the certificate of use regulations be within the Land Development Code versus the Code of Ordinances. Based on the change of amendment language within the Land Development Code, this amendment is being re-presented to the Planning Board. The proposed Land Development Code amendment is shown in Attachment 1. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment. The amendments are within Section 1-14, Development orders and building permits and summarized below:

1. **Administrative Variance.** The subsection was moved from number seven (7) to number six (6) with no changes in existing text.
2. **Uses granted subject to conditions of a development order.** Proposed subsection seven (7) is existing language within the Land Development Code that has been relocated to the proposed section.
3. **Proposed Building permits, certificate of occupancy and certificate of use permits.**

Key changes include:

- a. Separates certificate of occupancy and business tax receipt.
- b. Establishes a process for a certificate of use. The May 11, 2023 version presented to the Planning Board had these requirements in the Code of Ordinances.
- c. The amendments include the following:
 - i. Certificate of use required for all permanent business.
 - ii. Application and fees are required.

- iii. Posting of certificate of use is required.
- iv. Review process.
- v. Renewal process and when a new certificate of use is required.
- vi. Penalty for failure to obtain a certificate of use.
- vii. Revocation or suspension of a certificate of use.
- viii. Procedure for denial of building permit, certificate of occupancy, or suspension or revocation of certificate of use and appeals.
- ix. Injunctive relief and enforcement.

The proposed amendments to the Code of Ordinances would be solely to amend the fees for business tax receipts.

SECTION 4, CONCLUSION: Section 1-15(d)(3) of the Land Development Code requires certain criteria to 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 amend language in the Land Development Code to establish a process for certificate of use. The amendments will provide a clearer separation of (1) certificate of use, (2) business tax receipts, and (3) certificate of occupancy. The amendments conform to the standards and requirements of this code and will not create undue crowding 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 amendments are consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discusses the need to update Land Development Code regulations. Implementing a certificate of use will ensure compatibility with the City's land use plans and policies.

- 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 amendments do 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 amendments seeks to update and clarify the process for a certificate of use related to the operation of businesses within the city. 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 amendments. The application pertains to Land Development Code amendments.

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 Land Development Code amendments.

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 amendments. The application pertains to Land Development Code amendments.

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.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendments to the Land Development Code to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development orders and building permits to establish requirements for a certificate of use.

Attachments:

Attachment 1: Proposed Land Development Code amendments

Attachment 2: Code of Ordinance section for business tax receipt fees

ATTACHMENT 1

Proposed Land Development Code amendments

- ✚ Chapter 1 General Administration, Article II
Administration and Enforcement, Section 1-14
Development orders and building permits

Chapter 1 General Administration, Article II Administration and Enforcement, Section 1-14 Development orders and building permits

Sec. 1-14. Development orders, ~~and building permits,~~ certificate of occupancy and certificate of use permits.

Prior to the commencement of any development activity, the city shall have issued an approved development order and building permit. A development order shall be issued only in conjunction with the approval of either a final site plan or subdivision plat wherein the applicant will install all improvements prior to final approval and acceptance of the site plan or subdivision. If the applicant does not intend to install improvements as required by the approved development order and permit prior to final subdivision plat approval, then the development order shall be issued only in conjunction with the approval and recording of the final subdivision plat. An approved development order allows for the issuance of building permits for the initiation of development activities, including land clearing, site preparation, utility construction, road construction and building construction.

- (1) *Development order contents.* ***No change to existing text***
- (2) *General conditions.* ***No change to existing text***
- (3) *Expiration of a development order.* ***No change to existing text***
- (4) *Extension of expiration date.* ***No change to existing text***
- (5) *Modification of a development order.* ***No change to existing text***

~~(7)~~ (6) Administrative variance. The planning director may grant an administrative variance to the dimensional standards established in chapter 2, articles II and III of this Land Development Code for principal and accessory structures allowed in the respective zoning districts. A request for an administrative variance shall be provided in writing by the property owner with the required review fee as established in the Code of Ordinances. The granting of an administrative variance from the standards of dimensional standards established in chapter 2, articles II and III of this Land Development Code requires the following:

- a. Administrative variances may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- b. If the request is approved by the planning director, the administrative variance shall be recorded in the official records of Volusia County and included in the project's building permit file.
- c. Annually, the planning director shall provide to the board of adjustment and appeals and city commission a report identifying all administrative variances granted.
- d. Any party may appeal the administrative variances determination of the planning director pursuant to section 1-19.

(7) Uses granted subject to conditions of a development order. Where a use was granted subject to conditions or restrictions imposed through a development order, such conditions shall remain in effect and be considered in conjunction with the issuance of a building permit, certificate of occupancy, and certificate of use until such time as they may be amended by a subsequent development order.

~~(6)~~ (8) Building permits, certificate of occupancy and certificate of use permits.

a. *Building permit required.*

- 1. No land shall be cleared, excavated, or filled and no structure shall be erected, repaired, moved, added to, structurally altered or demolished without the payment of fees and a building permit therefor issued by the chief building official.
- 2. A building permit shall be issued for site or subdivision clearing, grading and the installation of improvements as a site inspection (SPRC) engineering permit, only upon receipt of all required documents and completion of a preconstruction meeting, as required in chapter 4, articles I and II of this Land Development Code.
- 3. Building permits for buildings related to an approved subdivision plat, except for construction buildings related to said subdivision, shall only be issued after the final subdivision is recorded. Furthermore, building permits shall only be issued upon a determination by the chief building official that said buildings, including model homes and construction buildings, comply with the city's building and construction codes.
- 4. No building permit shall be issued by the chief building official except in conformity with the following:
 - (i) Building and construction regulations of the city's Code of Ordinances;
 - (ii) Provisions of this Land Development Code including, but not limited to, the items in subsection (6)b of this section and the comprehensive plan;

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (iii) Conditions stated in a development order issued pursuant to this Land Development Code, including site plan approval when required in accordance with article 4 of this chapter;
 - (iv) All requirements of this Land Development Code shall be met unless a variance is granted by the Board of Adjustment and Appeals as provided under section 1-16, Board of Adjustment and Appeals.
 - 5. No demolition permit shall be issued by the chief building official for any structure that was constructed prior to January 1, 1950, or any structure designated as an historic landmark on the Ormond Beach Historic Landmark List or in the Lincoln Avenue Overlay District; such permit has been processed in accordance with the provisions of section 2-71.
 - 6. No building alteration permit shall be issued by the chief building official for any structure designated as an historic landmark on the Ormond Beach Historic Landmark List or located in the Lincoln Avenue Overlay District except where such permit has been processed in accordance with the provisions of section 2-71.
- b. *Submittal requirements.* This subsection is supplemental to the building and construction regulations of the city's Code of Ordinances and any other related ordinances adopted by the city commission. Building permit applications shall be made by the property owner or his designated agent and shall include the items as required by the building and code division, building permit application checklist, the state building code, and both local and state regulations. Building permit submittals shall be submitted in an electronic format as designated by the planning director. Plans, specifications, plats, reports, or other documents submitted by design professionals in electronic format for review shall be signed and sealed electronically pursuant to F.S. §§ 471.025, 481.221, and 668.001-006. The building permit submittal shall include the following information:
- 1. The actual shape and dimensions of the lot to be built upon;
 - 2. The exact sizes and locations of the building or buildings to be erected or altered on the lot;
 - 3. The existing use of buildings on the lot, if any;
 - 4. The intended use of each building or buildings or parts thereof;
 - 5. The number of families the building is designed to accommodate;
 - 6. The location and number of required off-street parking and off-street loading spaces;
 - 7. Landscaped buffer areas as required by this Land Development Code;
 - 8. A recent survey of the lot certified to the city, made by a registered professional land surveyor registered in the state (all property stakes shall be in place at the time of application);
 - 9. A list of hazardous substances or materials to be used at the site; and

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10. Such other information with regard to the lot and existing and proposed structures as may be necessary to determine compliance with and provide for the enforcement of the regulations in this Land Development Code, including, but not limited to, the following:
 - (i) Section 2-50, accessory uses, as appropriate.
 - (ii) Chapter 2, article IV of this Land Development Code, conditional and special exception regulations, as appropriate.
 - (iii) Section 3-20, floodplain management and protection, if applicable.
 - (iv) Section 3-25, driveway and access standards.
 - (v) Section 3-17, sea turtle protection, if applicable.
 - (vi) Section 3-19, public water supply wellfield protection, if applicable.
 - (vii) Section 3-21, wetlands protection, if applicable.
 - (viii) Section 1-27, impact fees.
 - (ix) Section 1-28, utility installation fees.
 - (x) Chapter 3, article IV of this Land Development Code, sign regulations.

c. *Issuance of permit.*

1. If a building permit request is denied, the chief building official shall state the basis for such denial in writing to the applicant within thirty (30) calendar days of receiving a complete application.
2. Building permits issued on the basis of plans and applications approved by the chief building official authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction shall be allowed. Uses, arrangements and construction other than originally permitted must be resubmitted for permit approval. Any use, arrangement, or construction which is at variance with that authorized shall be deemed a violation of this Land Development Code, and punishable as provided for in section 1-13, violations, and the permit for such structure may be revoked if compliance is not achieved as per the order of the special magistrate.
3. No building permit may be issued for an accessory use except in conjunction with an existing principal use or building permit for such use.
4. Where, at the adoption of the ordinance from which this Land Development Code is derived and amendments thereto, there are outstanding valid building permits, authorizing the construction of buildings, structures, additions or alterations the use or construction of which do not conform to the requirements of this Land Development Code, such permits shall be void unless actual construction work, excluding grading or excavation, is underway within sixty (60) days of the effective date of the ordinance from which this Land Development Code is derived.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

5. When at the adoption of the ordinance from which this Land Development Code is derived there are outstanding, valid building permits authorizing the use of land or buildings without construction work, and where such use is not permissible under the terms of this Land Development Code, such permit shall be void unless the use is actually in operation on that date.
- d. *Certificate of occupancy/business tax receipt.*
1. ~~It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or part thereof, including accessory structures until a certificate of occupancy shall have been issued therefor by the chief building official stating that the proposed use of the premises or land conforms to the requirements of this Land Development Code and the comprehensive plan. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the chief building official has issued a certificate of occupancy therefor as provided in the Florida Building Code and The Florida Fire Code. Prior to the issuance of any certificate of occupancy, the premises shall be inspected by the chief building official or designee, who shall certify that the building, land and appurtenances thereto meet these safety codes and all related city codes and ordinances. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of any city code, or any other local or state laws.~~
 2. ~~A certificate of occupancy or a business tax receipt may be withheld if any sections of this Land Development Code are violated and such violation is not rectified by the property owner within a reasonable period of time not to exceed ninety (90) days from the date of notice from the city by registered mail. The notice to the person responsible for such violations and the property owner shall be consistent with section 1-13, violations.~~
 3. 2. A certificate of occupancy for a structure or use requiring site plan approval under chapter 4, article I of this Land Development Code shall not be issued until all members of the SPRC have accepted the improvements as being consistent with the approved site plan and any conditions attached thereto and verified by the chief building official, the premises are inspected by the chief building official or designee who shall certify that the building, land and appurtenances thereto meet the requirements of the Florida building code, fire safety standards and all related city codes and ordinances. The chief building official may issue a conditional certificate of occupancy for projects that do not fully comply with the approved landscaping plans subject to the provisions of section 3-05(f)(2). Pursuant to this section, the landscape architect and the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance of surety bond,

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a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors.

- ~~4.3.~~ The chief building official shall maintain a record of all certificates of occupancy and a copy shall be furnished upon request to any person.
- ~~5.~~ ~~Prior to the issuance of any business tax receipt, the premises shall be inspected by the chief building official or designee, who shall certify that the building, land and appurtenances thereto meet the requirements of the state building code, fire safety standards and all related city codes and ordinances.~~
- ~~6.4~~ If a certificate of occupancy ~~or business tax receipt~~ is denied under this section, the chief building official shall state the basis for such denial in writing to the applicant within ten (10) working days of the request for approval.

e. ~~Conditions imposed. Certificate of use required.~~

- ~~1.~~ ~~Where a use was granted subject to conditions or restrictions imposed through a development order, such conditions shall remain in effect and be considered in conjunction with the issuance of a building permit, certificate of occupancy or business tax receipt until such time as they may be amended by a subsequent development order.~~
 - ~~2.~~ ~~The chief building official shall maintain a record of all development orders issued by the city commission, site plan review committee, the Board of Adjustment and Appeals, the special magistrate, and the development services division/building and code division and shall ensure that all building permits and certificates of occupancy are in compliance with development orders.~~
 - ~~3.~~ ~~Where a use was granted subject to conditions and the same use has become a permitted use under this Land Development Code, any restrictions or conditions imposed upon such conditional use shall be deemed removed if this Land Development Code does not impose the same or similar conditions upon the permitted use hereunder.~~
1. A certificate of use shall be required for all permanent businesses, professions and occupations conducted in residential and non-residential structures on properties located within the corporate limits of the city, including non-profit organizations and multi-family buildings, within the jurisdiction of the city. The certificate of use shall be required for each individual business located within the city. The certificate of use issued by the chief building official confirms that the proposed use and location of a business complies with all applicable Land Development Codes, including but not limited to zoning restrictions, the Code of Ordinances, the Florida Building Code, Fire Safety Codes, and other laws or regulations of the business.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

2. Applications for the certificate of use must be made by completing an application form as provided by the chief building official and paying a fee in an amount to be set from time to time by resolution of the city commission.
3. Notwithstanding any ordinance to the contrary, and notwithstanding any prior legal status of any business, any new business or any changes in; use, name, ownership, expansion of square footage occupied, or the inclusion of additional uses after October 3, 2023, will require a certificate of use.
4. A certificate of use shall cover all uses contained within a structure or permitted on the land. All uses within the structure or on the land that are consistent with those permitted in the certificate of use shall not require separate certificates of use. A new certificate of use will be required for all uses inconsistent with the uses permitted under a certificate of use.
5. The city shall have the right to inspect the property in conjunction with an application for a certificate of use and periodically inspect premises at any reasonable time to ensure the existence of a current and valid certificate, and to ensure compliance with applicable Land Development Code regulations, Florida Building Code, Florida Fire Prevention Code, solid waste regulations, and all applicable local, state regulations and other terms under which a certificate of use was issued.
6. No certificate of use shall be utilized in a manner contrary to the regulations contained within the Land Development Code and Code of Ordinances, or other local, state or federal law.
7. Any person conducting a business for which a certificate of use is required by this Chapter shall post the certificate of use in a conspicuous place in or about the place of business where it may be seen upon inspection by any official of the city. Failure to do so shall constitute a violation of this subsection. If a certificate of use is lost or stolen, a duplicate certificate of use may be issued by the chief building official, a duplication fee shall be charged for each duplicate certificate of use. Certificates of use shall not be issued to post office boxes.
8. Review.
 - (i) Each certificate of use application shall be reviewed for any new uses, changes in use, expansion of square footage or inclusion of new uses, for compliance with the requirements of the Florida Building Code, fire safety standards and all related city codes and ordinances. Failure to permit inspection of the premises shall be grounds for denial of an application for a certificate of use or revocation of an existing certificate of use.
 - (ii) In the event the chief building official denies any application for a certificate of use, the chief building official shall provide the applicant within thirty (30) days in writing, the reasons for said denial and any documents pertaining to the denial.
9. Annual renewal of certificate of use.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Except for certificates of use required to be renewed annually by the Code of Ordinances or by any zoning exception, variance, waiver, or administrative deviation, certificates of use shall remain valid for an unlimited time unless revoked for cause. The certificate of use is only valid for the specific address, business name, corporate name and type of business for which it was issued. A new certificate of use shall be required for any changes in; use, name, ownership, expansion of square footage occupied, or the inclusion of additional uses.

10. *Penalty for failure to obtain a certificate of use.*

- (i) Whenever it is determined that a person or entity is operating a business without a certificate of use, a notice of violation shall be served to the owner of the property (and the tenant, renter or lessee if applicable), hereinafter referred to as the "alleged violator". The notice of violation shall also state the ramifications for failing to comply with the notice of violation including a cease and desist order from the chief building official. The notice shall be mailed by certified or express mail or hand delivered to each alleged violator as shown by the public property records of Volusia County and to the person or entity that made application for the permit.
- (ii) If after receipt of the notice of violation, the alleged violator has not complied with the notice of violation and has not submitted a completed application for a certificate of use, the chief building official shall issue a cease and desist order to cease business operations. The cease and desist order shall also include a statement of the particular code violation(s) and detail the appeal mechanisms available to the alleged violator.
- (iii) The cease and desist order may be contested upon appeal by the same method provided by section f below.

11. *Revocation or suspension of a certificate of use.*

The chief building official is authorized to suspend or revoke a certificate of use for cause. The following constitute adequate grounds to suspend or revoke a certificate of use:

- (i) The certificate holder has failed to disclose or has misrepresented a material fact or information required by this section in the application;
- (ii) The certificate holder, as part of the certificate holder's business activity within the city, is engaged in conduct that is detrimental to the public health, welfare or safety of the public;
- (iii) The certificate holder does not engage in the use described in the application or has changed the use without authorization through approval of a new certificate of use for the changed use, as required herein;

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (iv) The certificate holder is conducting business from premises that do not possess a valid and current certificate of occupancy as required by this code;
- (v) The certificate holder is creating, or has failed to timely correct, an environmental hazard in violation of local, state or federal law;
- (vi) In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the business operation;
- (vii) The certificate holder, as part of their business activity within the city, has used the premises or knowingly lets, leases or gives space for unlawful gambling purposes, has allowed the business or business location to be used by an organized or criminal gang, or by organized or criminal gang members or gang associates for an unlawful purpose or in violation of the Code of Ordinances or the Land Development Code, or to promote or further the interests of an organized or criminal gang, or organized or criminal gang members or gang associates; permitted prostitution to occur on the business in conjunction with a massage operation or other business; has permitted the use or sale of illegal narcotics on the premises; permitted a use that contributes to the illegal delinquency of minors; or permitted a sexually oriented business to operate in violation of the Code of Ordinances, or permitted use that is unlawful pursuant to city or county code, state or federal law;
- (viii) The building or structure occupying the business has been deemed unsafe or unfit for human occupancy by the chief building official and the certificate holder has not complied with the regulations under the Code of Ordinances as to unsafe structures;
- (ix) The certificate holder's premises have been found to constitute a public nuisance pursuant to Sections 823.01, 823.05, 823.10, or 823.13, Florida Statutes;
- (x) The certificate holder has failed to timely correct violations of, or satisfy any fines or liens, imposed pursuant to an order of special magistrate for violations of the city Code of Ordinances;
- (xi) The certificate holder that is required to maintain licensing by the state or by any agency thereof, whose state license is suspended or revoked, shall, immediately upon such suspension or revocation, also have his receipt issued hereunder suspended or revoked.
- (xii) Appeal of a suspension or revocation of a certificate of use shall be in accordance with section f below.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- f. ~~Appeal. Any decision of the chief building official may be appealed in accordance with section 1-19, appeals.~~
Procedure for denial of building permit, certificate of occupancy, or suspension or revocation of certificate of use; appeal.

In the event the chief building official determines there are sufficient grounds to deny a building permit, certificate of occupancy, or to suspend or revoke a certificate of use, the chief building official shall provide the applicant written notice along with the reason(s) for and any written relevant documentation pertaining to the suspension or revocation. To appeal the decision, the applicant or certificate holder must within fifteen (15) days after notice of the decision apply in writing to the chief building official for a hearing before the special magistrate. The request for an appeal must be: 1) addressed to the chief building official; 2) shall either be hand delivered to the building official or mailed with a postmark within the 15-day period after notice is received; and 3) notwithstanding any other code provisions to the contrary, the hearing shall be heard by the special magistrate in accordance with the process set forth in Chapter 2, Article VII, sections 2-254, 2-257 and 2-266, Code of Ordinances.

Appeal of an order of the special magistrate shall be to the circuit court of Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the special magistrate order.

- g. Injunctive relief; enforcement.

Any person who violates a provision of this subpart or a written order promulgated under this subpart is subject to injunctive or other equitable relief to enforce compliance with or prohibit the violation of this subpart. The chief building official is hereby authorized to institute actions on behalf of the city in any court of competent jurisdiction in this state to seek enforcement of this subpart and all remedies for violations thereof. Any person or entity that violates or fails to comply with this section shall also be subject to fines and costs pursuant to code enforcement action as provided by the Code of Ordinances and other relief that may be granted by a special magistrate order. Each day of violation or noncompliance shall constitute a separate offense.

- (7) ~~Administrative variance.~~ The planning director may grant an administrative variance to the dimensional standards established in chapter 2, articles II and III of this Land Development Code for principal and accessory structures allowed in the respective zoning districts. A request for an administrative variance shall be provided in writing by the property owner with the required review fee as established in the Code of Ordinances. The granting of an administrative variance from the standards of dimensional standards

established in chapter 2, articles II and III of this Land Development Code requires the following:

- a. ~~Administrative variances may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.~~
- b. ~~If the request is approved by the planning director, the administrative variance shall be recorded in the official records of Volusia County and included in the project's building permit file.~~
- c. ~~Annually, the planning director shall provide to the board of adjustment and appeals and city commission a report identifying all administrative variances granted.~~
- d. ~~Any party may appeal the administrative variances determination of the planning director pursuant to section 1-19.~~

ATTACHMENT 2

Code of Ordinance section for application fees (for information only – requires separate Ordinance)

- ✚ Sec. 12-10. Investigatory duties of business tax receipt officer.
- ✚ Sec. 12-36. Taxes imposed.

Code of Ordinance proposed amendments

Sec. 12-10. Investigatory duties of business tax receipt officer.

The chief building official shall have the duty to verify business tax applications, to investigate all businesses, occupations and professions in the city, and to make such inquiries as shall be necessary to determine whether or not a business tax receipt has been procured for such business or occupation. The chief building official shall also inspect the premises, who shall certify that the building, land and appurtenances thereto meet the requirements of the Florida Building and Fire Code, and all related city codes and ordinances.

Sec. 12-36. Taxes imposed.

- (a) The taxes required for receipts shall be those prescribed for the respective trades, businesses and professions in the following classification of business types. The said taxes shall be annual unless otherwise specified.

CLASSIFICATION OF BUSINESS TYPES

A

Agricultural uses: ~~\$26.25~~ 27.56.

Agricultural products grown by seller and sold on property: ~~\$26.25~~ 27.56.

Kennels/hobby breeders: ~~\$157.50~~ 165.38.

Riding stables: ~~\$26.25~~ 27.56.

Auction services: ~~\$157.50~~ 165.38.

Aviation services: ~~\$52.50~~ 55.13.

B

Bar/nightclub/billiard room—no food sales: ~~\$52.50~~ 55.13.

Each additional amusement/vending machine: ~~\$5.25~~ 5.51.

Pool table/shuffle board (each table): ~~\$26.25~~ 27.56.

Business/professional offices—licensed professionals: ~~\$78.75~~ 82.69.

Real estate firms (includes one broker): ~~\$52.50~~ 55.13.

Each additional broker: ~~\$31.50~~ 33.08.

Each agent, salesman or solicitor: ~~\$26.25~~ 27.56.

Veterinary hospital: ~~\$52.50~~ 55.13.

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Insurance:

Adjusters (independent of companies) at a city address: ~~\$26.25~~ 27.56.

Companies doing business in the city: ~~\$52.50~~ 55.13.

Each additional agent/adjuster/salesperson: ~~\$26.25~~ 27.56.

Business/professional services: ~~\$52.50~~ 55.13.

Laundries (dry-cleaning plant, see light industrial—manufacturing):

Hand, employing over three persons: ~~\$26.25~~ 27.56.

Steam or power laundry plant pickup: ~~\$52.50~~ 55.13.

Laundry agency, for out of town laundry, each vehicle: ~~\$52.50~~ 55.13.

Pick-up, delivery for out-of-town laundry, each vehicle: ~~\$26.25~~ 27.56.

Laundromats, self-operated coin washing machines: ~~\$52.50~~ 55.13.

Laboratories:

Scientific/industrial not part of manufacturing enterprise: ~~\$52.50~~ 55.13.

Chemical, dental, optical, work alone or with a business: ~~\$52.50~~ 55.13.

Newspaper/magazines/periodicals:

Daily deliveries: ~~\$52.50~~ 55.13.

Weekly and monthly deliveries: ~~\$26.25~~ 27.56.

C

Care—child/elder (child care facility, see private school).

Assisted-living facility, nursing home, community residential:

Up to 20 beds, whether or not occupied: ~~\$42.00~~ 44.10.

Over 20 beds, each bed: ~~\$1.05~~ 1.10.

Nonfacility home care: ~~\$26.25~~ 27.56.

Circus/major special event (does not include city sponsored or not-for-profit):

First day: ~~\$210.00~~ 220.50 .

Each day thereafter: ~~\$157.50~~ 165.38.

Each concession/special show: ~~\$26.25~~ 27.56.

Construction/home improvement:

General contractor ("AA"), initial receipt: ~~\$315.00~~ 55.13.

General contractor ("AA"), renewal receipt: ~~\$105.00~~ 55.13.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Residential contractor ("A"), initial receipt: ~~\$262.50~~ 55.13.

Residential contractor ("A"), renewal license: ~~\$105.00~~ 55.13.

Building contractor (to three stories), initial receipt: ~~\$315.00~~ 55.13.

Building contractor (to three stories), renewal receipt: ~~\$105.00~~ 55.13.

Individual contractors: ~~\$52.50~~ 55.13.

Unspecified trades: ~~\$52.50~~ 55.13.

Convenience stores:

See retail/restaurant/vending/car wash.

First pump outlet: ~~\$26.25~~ 27.56.

Each additional pump outlet: ~~\$1.05~~ 1.10.

D

E

F

Financial institutions: ~~\$240.00~~ 220.50.

Farmer/flea market vendor: ~~\$26.25~~ 27.56.

Funeral home/crematory/mausoleums: ~~\$105.00~~ 110.25.

G

Golf courses—country club/contoured:

Regular (public only): ~~\$105.00~~ 55.13.

Miniature: ~~\$52.50~~ 55.13.

Driving range (not country club facility): ~~\$52.50~~ 55.13.

Pro shop (see retail sales).

H

Home occupations—Types "A," "B" and "C": ~~\$52.50~~ 55.13.

House of worship/not-for-profit entities (exempt from payment of business tax receipt but must obtain for tracking and fire inspection purposes).

I

J

K

L

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Light industrial—manufacturing:

Each plant with five or less employees: ~~\$52.50~~ 55.13.

Each plant with six to ten employees: ~~\$105.00~~ 110.25.

Each plant with 11 to 25 employees: ~~\$157.50~~ 165.38.

Each plant with over 25 employees: ~~\$210.00~~ 220.50.

With outlet store (see retail sales).

Branches or pick-up stations of plant located in city: ~~\$26.25~~ 27.56.

Petroleum products:

Distribution through pipelines, natural: Determined by city commission.

Bottled gas, wholesale: ~~\$168.00~~ 176.40.

Bottled gas, retail: ~~\$84.00~~ 88.20.

M

Manufactured/mobile home:

Not exceeding 15 rental lots: ~~\$42.00~~ 44.10.

Each additional rental lot: ~~\$1.50~~ 1.58.

N

O

P

Personal services:

State licensed professional:

One to four chairs or stations: ~~\$26.25~~ 27.56.

Each chair or station above: ~~\$5.25~~ 5.51.

Retail inventory over \$250.00: ~~\$47.25~~ 49.61.

Private school: ~~\$52.50~~ 55.13.

Q

R

Radio and TV broadcasting stations: ~~\$52.50~~ 55.13.

Recreational uses—indoor/outdoor: ~~\$63.00~~ 66.51.

Boats, ferry and sightseeing vehicles:

Not exceeding ten passengers: ~~\$52.50~~ 55.13.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

More than ten, not exceeding 50 passengers: ~~\$73.50~~ 77.18.

More than 50: ~~\$105.00~~ 110.25.

Bowling alleys:

Up to five alleys: ~~\$52.50~~ 55.13.

Each additional alley: ~~\$3.15~~ 3.31.

Health club/fitness center: ~~\$105.00~~ 110.25.

Shooting galleries: ~~\$105.00~~ 110.25.

Skateboard park: ~~\$315.00~~ 330.75.

Theater, per seat: ~~\$0.32~~ 0.34.

Restaurants:

Type "A": ~~\$157.25~~ 165.11.

Type "B": ~~\$78.75~~ 82.69.

Type "C": ~~\$78.75~~ 82.69.

Caterer service (requires affidavit): ~~\$31.50~~ 33.08.

Retail sales/specialty:

Includes markets and manufacturing outlet stores:

With inventory up to \$25,000.00: ~~\$47.25~~ 49.61.

Each additional \$1,000.00: ~~\$2.10~~ 2.21.

Pawnbrokers: ~~\$275.63~~ 289.41.

Arms dealer: ~~\$157.50~~ 165.38.

S

School of art: ~~\$63.00~~ 66.15.

Solicitation master permit: ~~\$50.00~~ 52.50.

T

Tattoo establishment, see personal services.

Transient lodging:

Hotels, motels, timeshares, resort bed, and breakfast:

Up to ten rooms: ~~\$52.50~~ 55.13.

Each additional room: ~~\$1.05~~ 1.10.

Food establishment (see restaurants).

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

U

V

Vehicle—sales/car wash/detailing:

Automobile and/or truck:

Display room and/or lot each location: ~~\$105.00~~ 110.25.

Parking space per space: ~~\$1.05~~ 1.10.

Wash/detail facility: ~~\$52.50~~ 55.13.

Limo, taxis and buses operated for hire:

Not more than five passengers, each vehicle: ~~\$42.00~~ 44.10.

Six to nine passengers: ~~\$36.75~~ 38.59.

Ten or more: ~~\$42.00~~ 44.10.

Each additional vehicle: ~~\$26.25~~ 27.56.

Truck rental facility: ~~\$52.50~~ 55.13.

Towing company: ~~\$105.00~~ 110.25.

Vending/amusement:

Distributor: ~~\$52.50~~ 55.13.

Coin-operated vending or kiosk located inside building (each): ~~\$5.25~~ 5.51.

Ice machine: ~~\$52.50~~ 55.13.

Cigarette machines, state law exempt: N/C.

Ice and ice cream vendors, truck or wagon, each vehicle: ~~\$26.25~~ 27.56.

W

Warehouse/storage facility:

Warehouse/storage: ~~\$52.50~~ 55.13.

Garage and storage and parking: ~~\$31.50~~ 33.08.

Each space for vehicles/RVs/boats, per space: ~~\$1.05~~ 1.10.

X

Y

Z

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

DRAFT

**Planning Board minutes
from
August 10, 2023**

ITEM:

LDC 2023-050

Certificate of Use
Land Development Code amendment

E. PP 2023-061, Archer's Mill Phase 6, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that PP 2023-061 is a request from Forestar USA Real Estate Group, Inc., for a preliminary plat for the Archer's Mill Phase 6 subdivision (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 78 single-family lots on 46.54 acres. The Archer's Mill Phase 6 subdivision is located on the east side of Plantation Oaks Boulevard. Mr. Spraker continued that the streets are private and the property abuts the state park on the eastern boundary. The project has an approved development order for the zoning per Ordinance 22-16. A final plat will be the next step in this projects process. Mr. Spraker concluded that staff recommends approval.

Vice Chair Shull opened it up to the Board for questions.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Vice Chair Shull opened it up to the Board for a motion.

Mr. Railsback motioned to approve PP 2023-061, Archer's Mill Phase 6, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

F. LDC 2023-075, Preliminary and Final Plats, Land Development Code amendments – This item was pulled by city staff and not heard by the Planning Board.

G. LDC 2023-050, Certificate of Use, Land Development Code amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2023-050 is an administrative request for amendments to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development Orders to establish requirements for a Certificate of Use process. He added that this was presented before the Board May 2023 with the majority of the information going into the Code of Ordinances. Following discussion with the City Attorney's Office there was a decision to put most of the information from the Code of Ordinances into the Land Development Code (LDC), which is the reason it is before the Board again today. Mr. Spraker explained it is the same information and clarifies and creates a Business Tax Receipt, Certificate of Occupancy, and a Certificate of Use, and will help the business registration process and will flow into the new permitting system that will go live October 30, 2023. Mr. Spraker concluded that staff recommends approval.

Vice Chair Shull opened it up to the Board for questions.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Vice Chair Shull opened it up to the Board for a motion.

Mr. Jorczak motioned to approve LDC 2023-050, Certificate of Use, Land Development Code amendment. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Mr. Galloway remarked that 477 homes were just approved over a two to three-year period and added that the community is in dire need of homes. There is not much land within the community. He continued that the city has only grown 1 percent per year.

Mr. Jorczak asked for the status on Nova Road. Mr. Galloway stated that he attended a meeting and heard that they are looking at two models and will be taking the 'suicide lane' out. Mr. Spraker added that the City Commission is seeking a workshop with the Department of Transportation (DOT) to discuss Nova Road and he will update on the information and timeline of the project.

Ms. Shull asked for an update on the apartments on U.S. Highway 1. Mr. Spraker replied that they were reviewed and approved on August 1, 2023, second reading, and there was discussion at City Commission about the roadways. No one from the public came for or against it and or the roads. No residents have contacted city staff. The next step would be a community meeting if there is interest from the residents.

XI. ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

Respectfully submitted,

Steven Spraker, Planning Director



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-50
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Archer's Mill Phase 1, Final Plat (SECOND READING)		
Summary:	This is a request from Forestar USA Real Estate Group, Inc., for a final plat of a 94 lot single-family subdivision on approximately 42.38 acres. The Archer's Mill Phase 1 subdivision is a part of Phase 3 of the Plantation Oaks Planned Residential Development (PRD), located on the east side of Plantation Oaks Boulevard. The site is designated "Low Density Residential" (LDR) on the City's Future Land Use Map and is zoned PRD. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots and the streets are required to be private streets. The subdivision construction is ongoing. Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City, and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the previously approved preliminary plat and the overall PRD. The <u>Planning Board</u> reviewed the final plat on August 10, 2023 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application.		
Financial Impact:	There is no budget impact as the result of the final plat.		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. No citizen impact is anticipated as the result of the final plat.		

Recommended Action (Staff, Advisory Board and/or Other):	Planning Board recommends approval of the final plat for Archer's Mill Phase 1. The final plat is consistent with the approved preliminary plat and PRD zoning.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 23-50 Archer's Mill, Phase 1 - Final Plat (P23-0158G) 2. Exhibit A, Archer's Mill Phase 1, Final Plat, Version 2 3. 08.10.2023 Archers Mill Phase 1 Final Plat PB Staff Report 4. 08.10.2023, PB DRAFT Minutes, A. Mill PH1, Final Plat	
Approval:	Kelly McGuire, Finance Director 9/21/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023	

ORDINANCE NO. 2023-50

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL PHASE 1” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, on January 10, 2023, the City Commission approved Resolution 2023-32 approving a preliminary plat for a 94-lot subdivision known as “Archer’s Mill Phase 1”, and

WHEREAS, on February 22, 2023, the City’s Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on February 28, 2023, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Archer’s Mill Phase 1” plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the “Archer’s Mill Phase 1” subdivision has been reviewed by the City staff, City Surveyor, Planning Board, and Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, City Surveyor, Planning Board, and Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves the final plat for the “Archer’s Mill Phase 1” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being April 4, 2025.

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

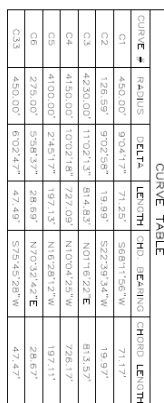
PASSED UPON at the first reading of the City Commission, this 20th day of September, 2023.

PASSED UPON at the second and final reading of the City Commission, this 4th
day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

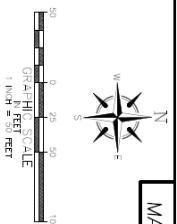


ARCHER'S MILL PHASE 1

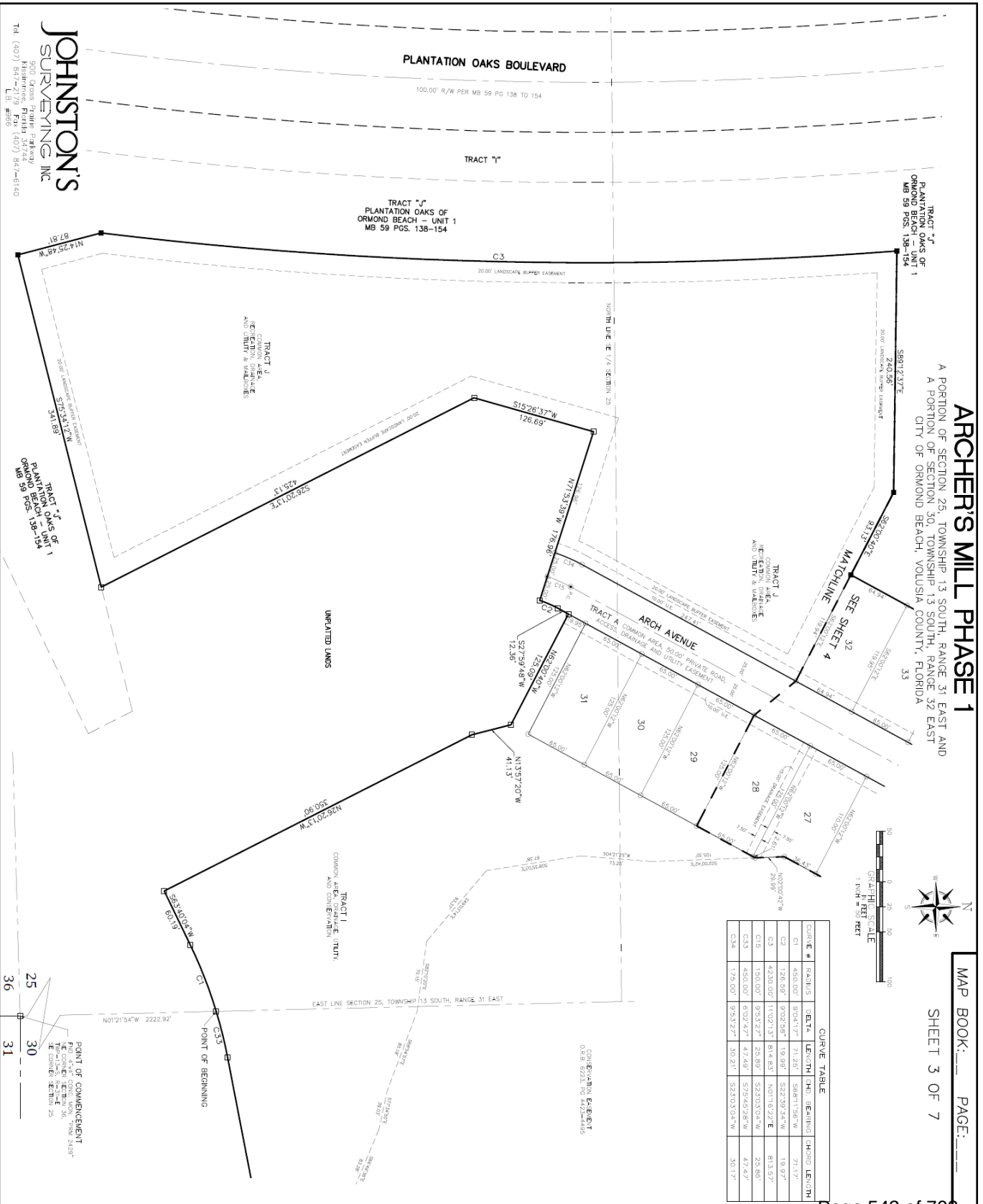
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 3 OF 7



CURVE #	RADIUS	DELTA	LENGTH	CHORD	BEARING	CHORD LENGTH
C1	400.00'	90°11'27"	71.25'	588'11.56"	71.17'	
C2	126.69'	90°02'58"	19.99'	522'39.34"	19.97'	
C3	423.00'	110°21'37"	81.48'	501'16.22"	81.35'	
C15	150.00'	95°32'27"	25.80'	523'03.04"	25.80'	
C24	450.00'	83°04'27"	42.48'	576'45.28"	42.47'	
C26	175.00'	95°27'37"	36.27'	523'03.04"	36.17'	



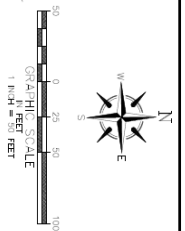
JOHNSTON'S
SURVEYING, INC.
5001 S. Orange Avenue
Miami, Florida 33144
Tel: (407) 847-2179 Fax: (407) 847-6140
E: jls@johnstonsurveying.com

EXHIBIT "A"
Page 4 of 7

ARCHER'S MILL PHASE 1

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE: SHEET 4 OF 7



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C46	325.00'	102.83°	60.38'	N88°15'26"W
C49	325.00'	27°18'33"	13.33'	N81°46'40"W
C50	275.00'	31°49'12"	152.72'	S83°28'11"W
C51	325.00'	07°45'06"	3.81'	N80°59'27"W
C52	275.00'	28°41'10"	158.53'	S84°40'35"W
C53	275.00'	24°48'55"	153.89'	S88°58'52"W
C54	4150.00'	132°32'	111.72'	N07°57'31"W
C56	54.00'	74°58'54"	70.67'	N74°56'08"W
C57	25.00'	74°58'54"	32.71'	S74°56'07"E
C58	25.00'	90°00'16"	38.27'	N22°33'43"E
C59	25.00'	50°34'17"	22.07'	S82°44'40"E
C60	25.00'	24°24'20"	10.85'	N79°46'01"E
C61	4150.00'	139°07'	119.60'	N08°13'21"W
C62	4150.00'	07°45'35"	58.23'	N10°28'12"W
C63	4150.00'	07°46'27"	58.07'	N11°21'43"W
C64	4150.00'	07°46'37"	55.80'	N12°45'23"W

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C4	4150.00'	107°07'18"	727.08'	N10°04'25"W	726.17'
C11	300.00'	31°49'12"	166.61'	S83°28'11"W	164.48'
C12	300.00'	50°22'29"	263.76'	N02°48'33"E	265.35'
C14	300.00'	18°37'13"	97.50'	N18°41'11"E	97.07'
C26	325.00'	50°22'29"	265.74'	N02°48'33"E	276.83'
C29	325.00'	10°46'58"	61.32'	N02°21'21"W	61.23'
C30	325.00'	12°48'42"	72.77'	N08°27'44"E	72.61'
C31	325.00'	11°07'17"	63.08'	N27°26'19"E	62.88'
C32	325.00'	07°46'51"	5.66'	N27°28'53"E	5.66'
C33	275.00'	27°05'03"	54.00'	N42°27'17"E	53.98'
C36	275.00'	10°13'19"	44.30'	N28°51'14"W	38.73'
C37	25.00'	10°13'27"	44.31'	N48°59'33"E	38.73'
C42	25.00'	90°00'00"	39.27'	S87°28'22"E	35.36'
C43	25.00'	80°00'00"	39.27'	S22°33'35"W	35.36'
C44	25.00'	80°00'00"	39.27'	S87°28'22"E	35.36'
C45	325.00'	31°49'12"	166.49'	S83°28'11"W	178.18'
C46	325.00'	87°51'40"	50.28'	S77°59'25"W	50.27'
C47	325.00'	87°59'58"	56.72'	S87°28'41"W	56.63'



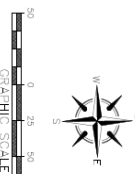
JOHNSTON'S
SURVEYING, INC.
1001
Hialeah, Florida 33144
Tel: (407) 847-2779 Fax: (407) 847-6140
L.S. #1605

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C3	4100.00'	24.617°	197.13'	N197.131°E
C7	350.00'	91.427°	48.48'	S75.020°W
C8	350.00'	151.033°	79.48'	N75.010°E
C9	350.00'	071.08°	0.97'	N82.910°E
C10	350.00'	150.151°	78.70'	N75.045°E
C16	4100.00'	02.801°	24.02'	N74.943°W
C17	4100.00'	102.97°	75.08'	N6.591°W
C18	4100.00'	059.41°	67.60'	N15.923°W
C19	4100.00'	072.528°	30.38'	N15.012°W
C20	24.97'	88.55727°	38.75'	S87.020°E

ARCHER'S MILL PHASE 1
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 5 OF 7



LINE TABLE		
LINE #	DIRECTION	LENGTH
1	N 73° 02' 01" E	54.56'
2	N 22° 26' 25" W	15.02'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH (CH)	CHORD LENGTH	
C21	23.93'	90.639°	37.71'	S 82° 27' 43" W	33.93'
C22	25.00'	84.010°	36.66'	N 64° 26' 08" W	33.46'
C23	25.00'	94.332°	41.28'	S 24° 50' 16" W	36.73'
C24	325.00'	43.324°	25.85'	N 69° 50' 16" E	25.84'
C42	25.00'	90.000°	39.27'	S 87° 26' 25" E	35.36'
C43	25.00'	90.000°	39.27'	S 82° 33' 45" W	35.36'
C53	4150.00'	0.46227°	56.07'	N 11° 32' 43" W	56.07'
C64	4150.00'	0.46227°	56.83'	N 11° 30' 08" W	56.83'
C65	4150.00'	0.46413°	56.80'	N 12° 45' 23" W	56.80'
C66	4150.00'	175.754°	141.33'	N 14° 07' 02" W	141.32'



JOHNSTON'S
SURVEYING INC.
900 Cross Fiddle Parkway
Kissimmee, Florida 34744
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L.B. #0656



EXHIBIT "A"

Page 7 of 7

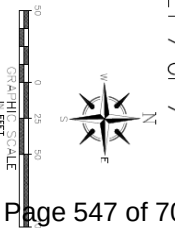
CURVE #	RADIUS	DELTA	LENGTH (H)	BEARING	CHORD LENGTH
C1	450.00'	904.17°	71.25'	S88°1'56"W	71.17'
C2	126.59'	9702.58°	18.99'	S22°39'34"W	19.97'
C15	150.00'	9343.27°	25.89'	S23°03'04"W	25.86'
C13	450.00'	8302.47°	42.49'	S75°45'28"W	42.47'
C14	175.00'	9353.27°	30.21'	S23°03'04"W	30.17'

ARCHER'S MILL PHASE 1

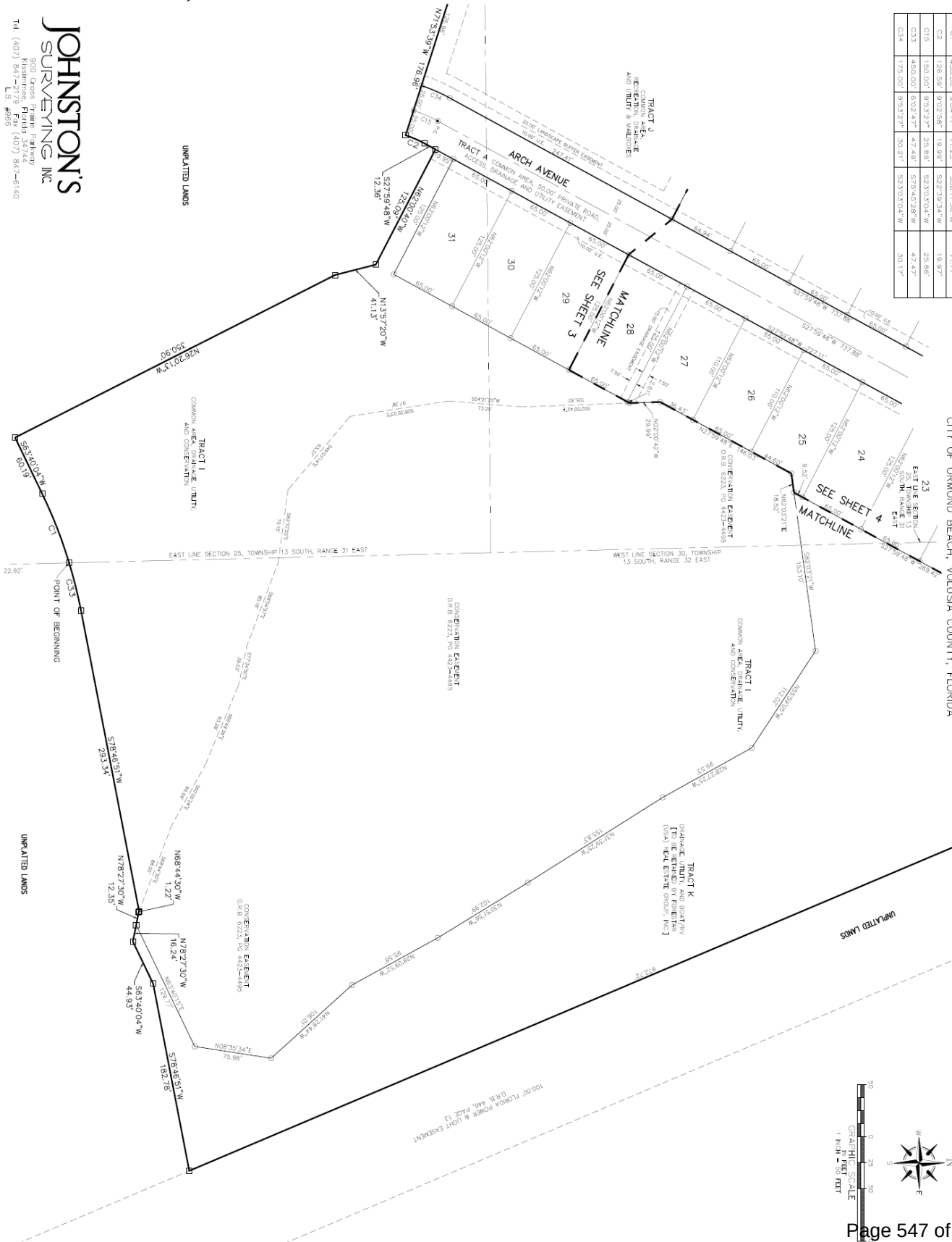
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 7 OF 7



Page 547 of 702



JOHNSTON'S
SURVEYING, INC.

900 Cross Fiddle Parkway
Kissimmee, Florida 34754
Tel (407) 847-2179 Fax (407) 847-6140
L.S. #005



PLANNING BOARD STAFF REPORT

Archer's Mill Phase 1, Final Plat
Project Number: PP 2023-059

PLANNING BOARD DATE:	August 10, 2023
TENTATIVE CITY COMMISSION DATE:	September 20, 2023 (first reading), October 4, 2023 (second reading)
APPLICANT:	Forestar USA Real Estate Group, Inc.
LOCATION:	Plantation Oaks Planned Residential Development, phase 3
REQUEST:	Final plat approval for 94 single-family lots on 42.38 acres within the Plantation Oaks Planned Residential Development.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request from Forestar USA Real Estate Group, Inc., for a final plat for a 94 lot single-family subdivision on approximately 42.38 acres. The Archer's Mill Phase 1 subdivision is a part Phase 3 of the Plantation Oaks Planned Residential Development, located on the east side of Plantation Oaks Boulevard.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192 that authorized 3,930 residential units on 2,009 acres. The Development of Regional Impact was amended by Volusia County with Resolutions 1998-108, 2000-72, and 2001-229. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision is as follows:

EXHIBIT 1: Volusia County approvals for the Plantation Oaks subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: 1,033.75 acres in subdivision. - Units were to be site built, single-family, standard dwellings on fee simple lots. - Adult community with a minimum of 80% of the residents 55 years or older. - Project agreed to pay school impact fee for all dwellings. - Established development standards. - Provided 217 acres for a golf course. - Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. - Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allowed mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a 23.44 <u>14.35-acre</u> school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and <u>prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments • Amend Exhibit A "Legal Description". • Amend exhibit B "typical 65x110 lot irrigation plan"

August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	RES#2012-24 Amendment. Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.</u>
Action/Approval date	Description
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach approvals for the Plantation Oaks subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. Also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert golf course in Phase 3 to add 43 lots; total 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS: There was a determination by the City Attorney's Office that final plats should be reviewed by the Planning Board prior to action by the City Commission. There is a pending Land Development Code amendment to require final plats to be reviewed by the Planning Board. This application is being processed per the direction of the City Attorney's Office and the proposed Land Development Code. The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
South	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
West	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Infrastructure construction completed.
2	C	Manufactured Home	121	Infrastructure construction underway.
2	D	Manufactured Home	84	Infrastructure construction underway.
1	A (Fountain View)	Single-Family	121	Preliminary Plat (Resolution 2021-100) and Final plat (Ordinance 2022-17) approved. Infrastructure construction completed.
3	Phase 1 Archer's Mill	Single-Family	94	Preliminary plat approved (Resolution 2023-32). Infrastructure construction underway.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 2 Archer's Mill	Single-Family	68	Preliminary plat approved (Resolution 2023-117).
3	Phase 3 Archer's Mill	Single-Family	59	Preliminary plat approved (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	Seeking Preliminary Plat approval
3	Phase 5 Archer's Mill	Single-Family	114	Seeking Preliminary Plat approval
3	Phase 6 Archer's Mill	Single-Family	78	Seeking Preliminary Plat approval
4	Bradford Lakes	Single-Family	80	Seeking Preliminary Plat approval

Key aspects of the Archer's Mill Phase 1 subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The preliminary plat was approved with 2023-32.
3. The streets are required to be private streets.
4. Lots are a minimum of 55' width and 100' in depth. The plat shows typical lot dimensions of 55' and 65' by 125'.
5. Subdivision access is provided on Plantation Oaks Boulevard, directly across from phase 2.
6. An emergency access easement is proposed to Plantation Oaks Boulevard.
7. The phase includes an amenities center.
8. The phase provides an area for RV and boat parking.
9. The project abuts the Florida Power and Light 100' easement.
10. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required subdivision improvements prior to recording the final plat (LDC, Section 4-18(8)(a)). When the required subdivision improvements are complete, the final plat along with the subdivision documents would be submitted by the applicant to the Site Plan Review Committee (SPRC). The final plat would be reviewed by the acted upon by the City Commission and recorded. There are currently no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(8)(b)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document that is reviewed by the Site Plan Review Committee (SPRC), an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 4, has been prepared by a Florida licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 5 and the proposed final plat is consistent with the zoning approval.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with 2023-32 and the resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor has concluded that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, Homeowner's Association documents shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the final plat for Archer's Mill Phase 1 consisting of 94 single-family lots on 42.38 acres. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning.

Attachments:

Attachment 1: Location map, Plantation Oaks subdivision map, school concurrency

Attachment 2: Preliminary plat, Resolution 2023-32

Attachment 3: Final plat

Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

- + Location map
- + Overall Plantation Oaks subdivision map
- + School concurrency



AERIAL MAP ARCHER'S MILL - PHASE 1

Prepared By: The City of Ormond Beach
G.I.S. Department - July 19, 2023



Plantation Oaks
of General Ocala

PARKER MYNCHENBERG & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
10000 UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33324
TEL: 954.473.1111
WWW.PMA-FL.COM

OVERALL MASTER PLAN
PLANTATION OAKS
OF GENERAL Ocala
SUBDIVISION

UNIT 1
LOT 1A = 100 LOTS
LOT 1B = 100 LOTS
LOT 1C = 100 LOTS
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Phase 3, Plantation Oaks PRD



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Concurrency Determination Concurrency Letter

December 16, 2022

Mr. Parker Mynchenberg, P.E. R.L.A.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Ave
Holly Hill, FL 32117

RE : Archer's Mill Phase 3A – City of Ormond Beach
School Capacity Review #22-11-28-002-R

Dear Mr. Mynchenberg:

District staff reviewed the information regarding the residential project known as Archer's Mill Phase 3A associated with 42.38+/- acres of property. The property is located at or near the intersection of US Hwy 1 and Plantation Oaks Blvd within Ormond Beach city limits. Information provided in the school concurrency application indicates the development activity will consist of ninety-four (94) single family dwelling units.

The district uses a countywide Student Generation Rate (SGR) of (0.273) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate twenty-six (26) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	94	26
Multi Family Dwelling Unit	0.127	0	0
Mobile/ Manufactured Home Dwelling Unit	0.047	0	0
	Total	0	0

The Concurrency Analysis (Table 2, next page) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Pine Trail Elementary School, Ormond Beach Middle School, and Seabreeze High School.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 2022/23 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Pine Trail Elementary	115%	690	106	100%	11	101%
Ormond Beach Middle	115%	989	77	83%	7	84%
Halifax CSA (Seabreeze High)	120%	1,679	81	104%	8	105%
Other					0	

The adopted LOS standard for elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, ext. 50709.

Sincerely,



Stephanie B. Doster
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director, Planning and Construction
Steven S. Spraker, Planning Director, City of Ormond Beach
Lisa V. Divina, Volusia County School Board Project File



Certificate of School Concurrency

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Archer's Mill Phase 3A
VCSB Project #	22-11-28-002-R
Jurisdiction Project #	
Parcel ID Numbers	3125-00-00-0010; 3239-01-01-0011;
Project Location	US Hwy 1 and Plantation Oaks Blvd
# of Residential Units	94
Residential Unit Type	Single Family Homes
Property Owners	Forestar (USA) Real Estate Group Inc
Applicant/Agent Name	Parker Mynchenberg & Associates Inc

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	11	7	8	0	26
<u>Comments:</u> This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

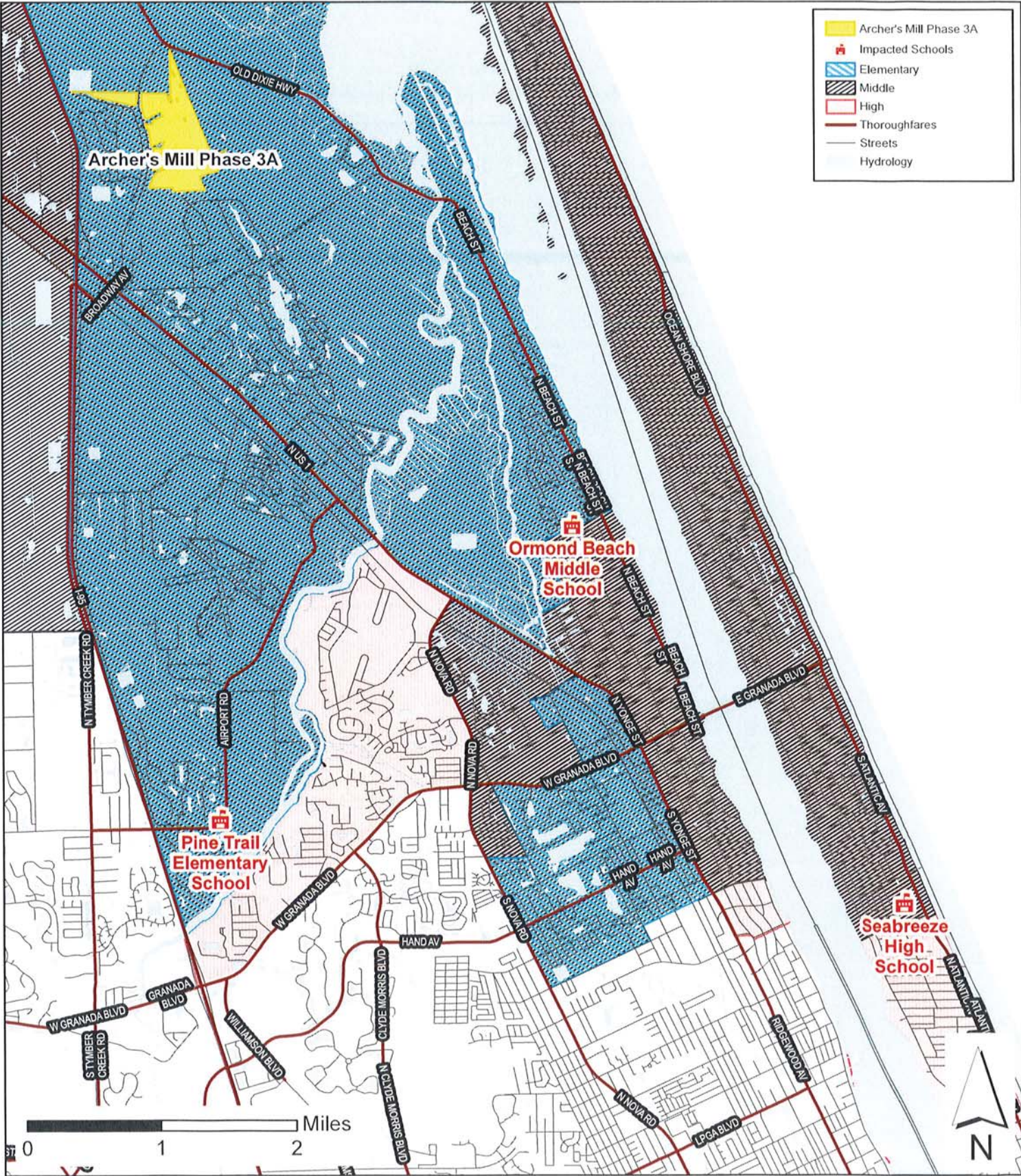
Stephanie B. Doster
Coordinator, Planning

December 16, 2022
Issue Date

VCSB Schools Impacted by Development
School Concurrency Review -
Archer's Mill Phase 3A



Created by Facilities Services
December 2022



ATTACHMENT 2

Preliminary Plat, Resolution
2023-32

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 1”, SHOWN AS PHASE 3A IN THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a/ Plantation Oaks of Ormond Beach, LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 1”, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the first amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Archer’s Mill Phase 1” is shown as Phase 3A in the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 94-lot preliminary plat for the “Archer’s Mill Phase 1”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **January 10, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the “Archer’s Mill Phase 1”.

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

APPROVED AND AUTHENTICATED, this 10th day of January, 2023.



BILL PARTINGTON
Mayor

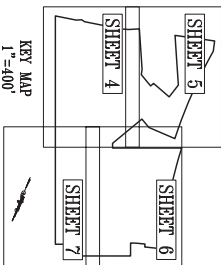
ATTEST:



SUSAN CARROLL DAUDERIS
City Clerk



PRELIMINARY

[illegible][illegible]

SETBACKS:	
FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	7.5 FEET
SIDE CORNER NO. ACCESS.....	15 FEET
WATERPROOF.....	20 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM BUILDING COVERAGE.....	60%
MAXIMUM LOT IMPERVIOUS.....	75%
MINIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING.....	PdD
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD.....	7.5 FEET
SIDE YARD CORNER NO. ACCESS.....	15 FEET
REAR YARD.....	5 FEET
FRONT YARD.....	20 FEET

ARCHER'S MILL PHASE 1
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORLAND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---

SURVEYOR'S NOTES:

1. THE BEARING REFERENCE, N071°54'W ASSUMED ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PM, LB 2019 UNLESS OTHERWISE NOTED).
4. DENOTES PERMANENT CONTROL POINT (OR NAIL & DISC STAMPED POP LB 2019 UNLESS OTHERWISE NOTED).
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUBJECT TO ANY REVISION OR MODIFICATION OF ANY KIND. ANY CHANGES, ADDITIONS, DELETIONS, OR CORRECTIONS TO THIS PLAT MUST BE MADE BY A PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S MILL PHASE 1, HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ---, PAGES ---, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ---, PAGES ---.
7. ALL LOT LINES ARE RADIAL, UNLESS INDICATED AS (N)N, NON-RADIAL.
8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL TOULNE.
9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE FROM THE SURVEYED LANDS. SUCH UTILITY EASEMENTS SHALL INCLUDE THE RIGHT OF REPAIR AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
10. ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL BE CONSIDERED TO INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY. IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, AND BY A CABLE COMPANY TO THE PUBLIC UTILITY, TO REPAIR AND REPAIR THE FACILITIES OF A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

SETBACKS:

FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	7.5 FEET
SOE CORNER NO ACCESS.....	15 FEET
MINIMUM BUILDING HEIGHT.....	10 FEET
MINIMUM BUILDING HEIGHT.....	10 FEET
MINIMUM LOT IMPERVIOUS.....	50%
MINIMUM FLOOR AREA.....	1,400 SF
EXISTING ZONING.....	1-60
ACCESSORY STRUCTURE SETBACK:	
SOE CORNER NO ACCESS.....	7.5 FEET
FRONT YARD.....	15 FEET
FRONT YARD.....	20 FEET

SURVEYOR'S NOTES:

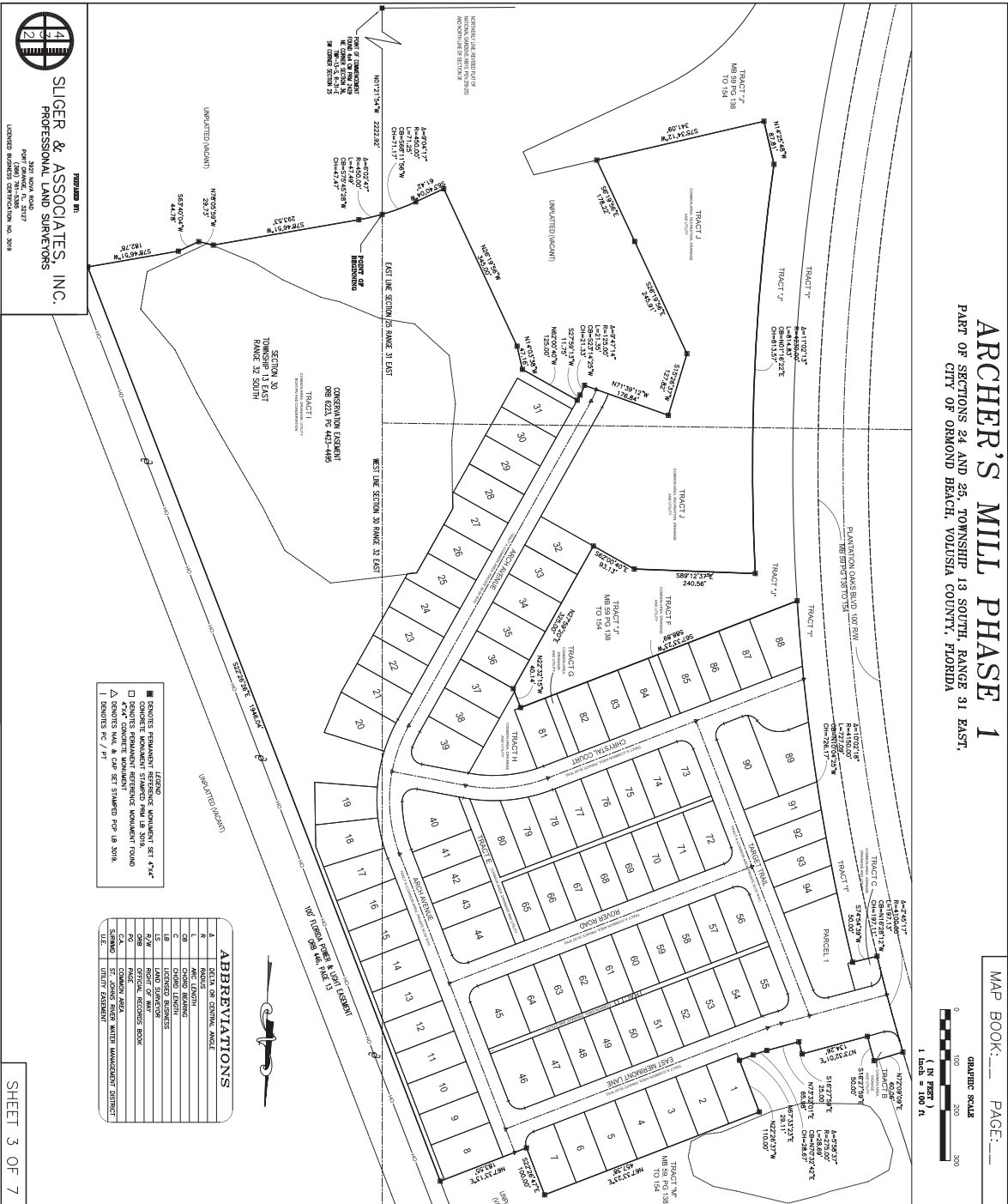
11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORLAND BEACH, INC., ORDINANCE 2001-02, BOOK 7662, PAGES 4062-4055, MAJALOO, MAJALOO, MAJALOO, 6114, PAGE 4054, 1951 AMENDED, ORDINANCE 2002-16 - BOOK 8243, PAGES 2899-2920.
12. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 98-102, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2334, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 94-238 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-238 RECORDED IN OFFICIAL RECORDS BOOK 3881, PAGE 1199, AMENDED BY RESOLUTION NO. 98-102 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 3371, AS AMENDED BY RESOLUTION NO. 2007-229 RECORDED IN OFFICIAL RECORDS BOOK 5445, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN OFFICIAL RECORDS BOOK 5445, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6663, PAGE 508, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7426, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND ASSOCIATION, INC.
15. TRACT A PRIVATE ROAD CORNER AREA ACCESS, DRAINAGE AND UTILITY EASEMENTS, CITY OF ORLAND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER, GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
16. A PERPETUAL NON EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OR EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.
17. TRACT A, SHOWN HEREON AS TARGET TRAIL, ROVER ROAD, CRYSTAL COURT, ARCH AVE, EAST WILLOW LANE, A 50 FOOT WIDE, (PRIVATE) HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF, ANY ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORLAND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.
18. PARCEL 1, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE, UTILITIES AND PARKING.
19. TRACT B, IS FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.
20. TRACT C, IS FOR THE PURPOSE OF COMMON AREA, SIGNAGE, DRAINAGE AND UTILITIES.
21. TRACTS D, E, F, G, H, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE AND UTILITIES.
22. TRACT I, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE, UTILITIES, BOAT/LV AND CONSERVATION.
23. TRACT J, IS FOR THE PURPOSE OF COMMON AREA, RECREATION, DRAINAGE, UTILITIES AND MALIBRES.



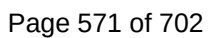
PROFESSIONAL LAND SURVEYORS
SLIGER & ASSOCIATES, INC.
3002 N.W. 10TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
TEL: 954-581-1234
FAX: 954-581-1235
LICENSED BUSINESS CORPORATION NO. 2049

PRELIMINARY

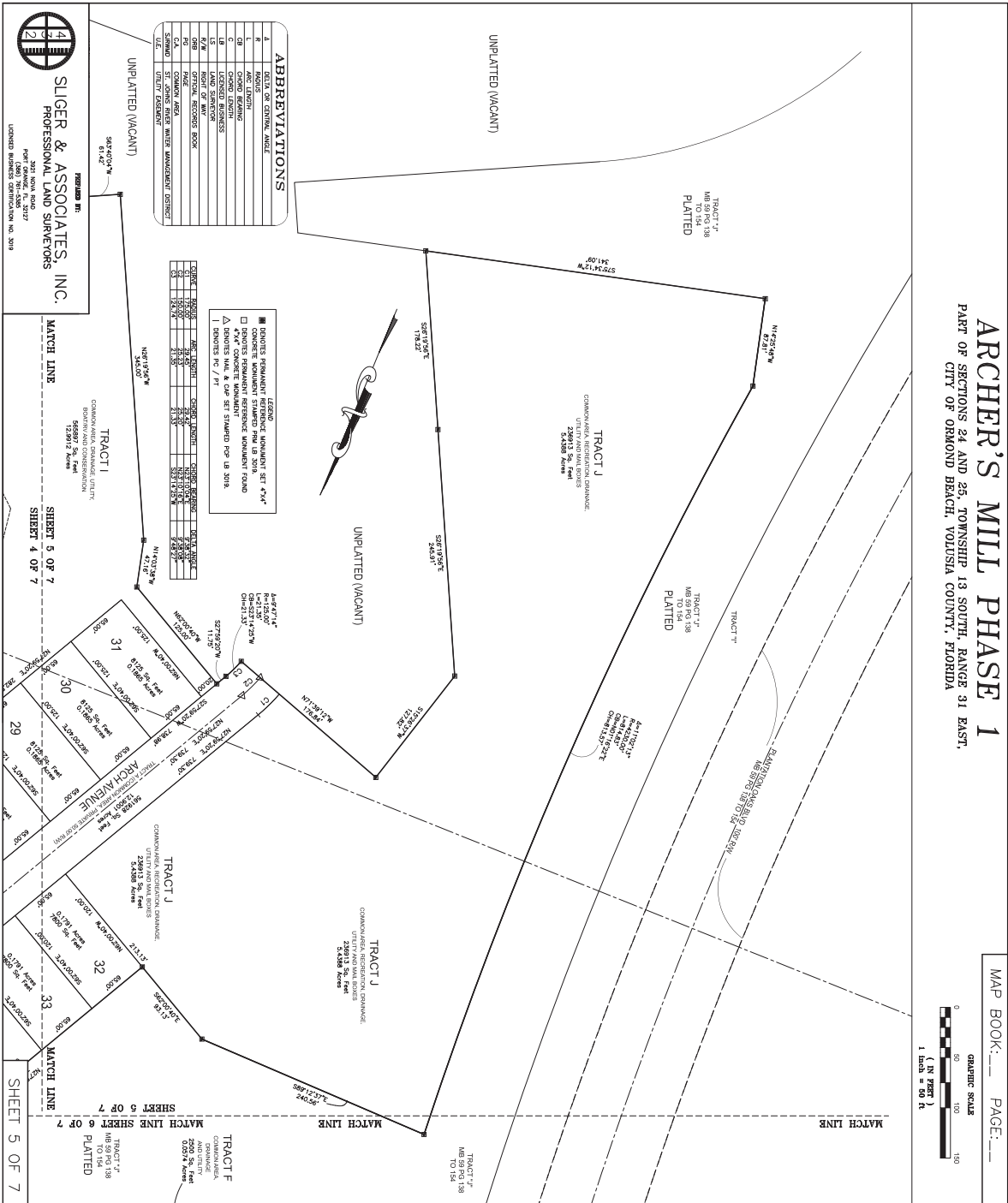
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SHEET 3 OF 7

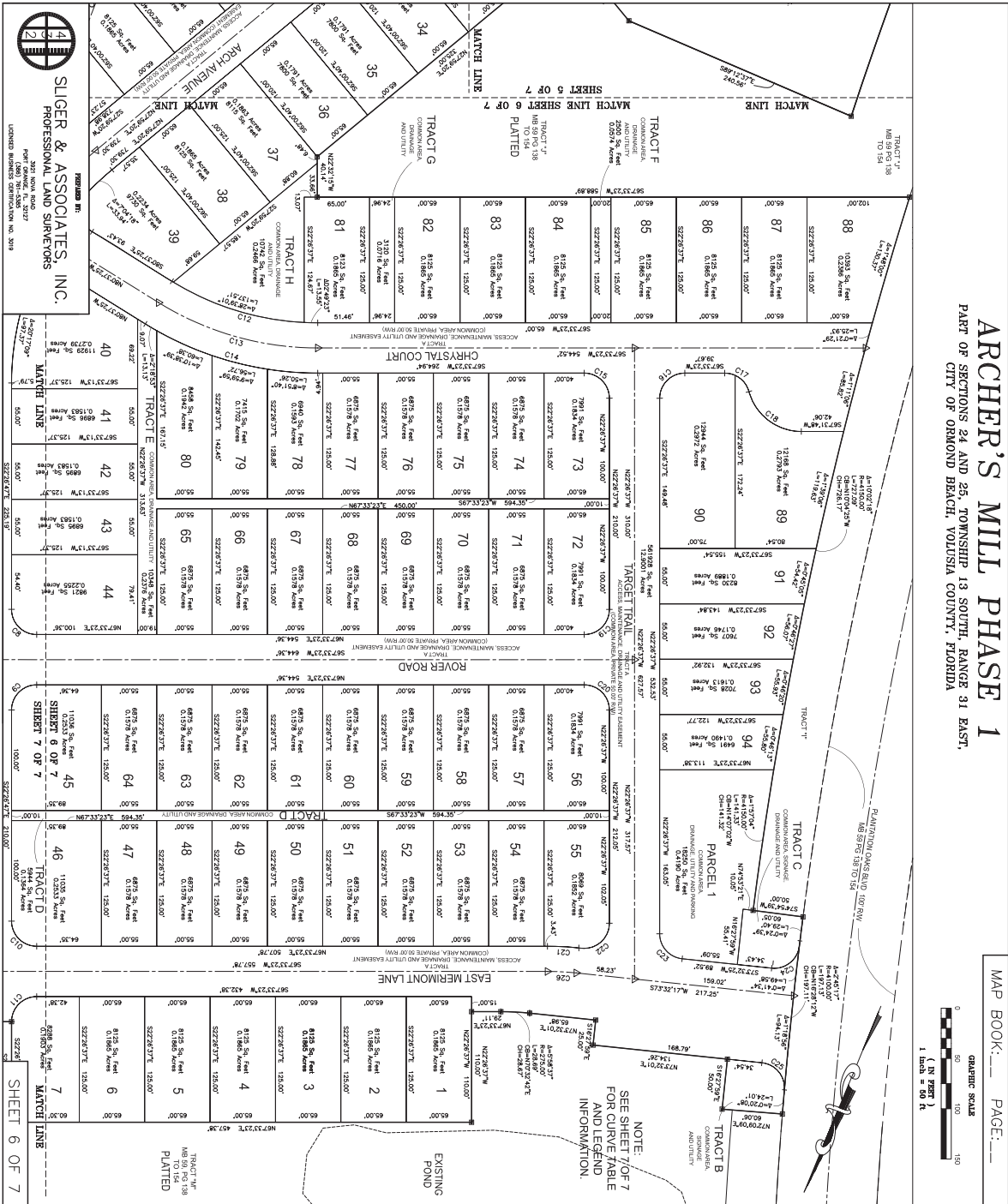


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ARCHER'S MILL PHASE 1
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

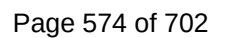
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PRELIMINARY

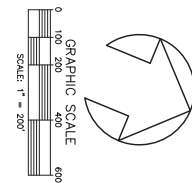
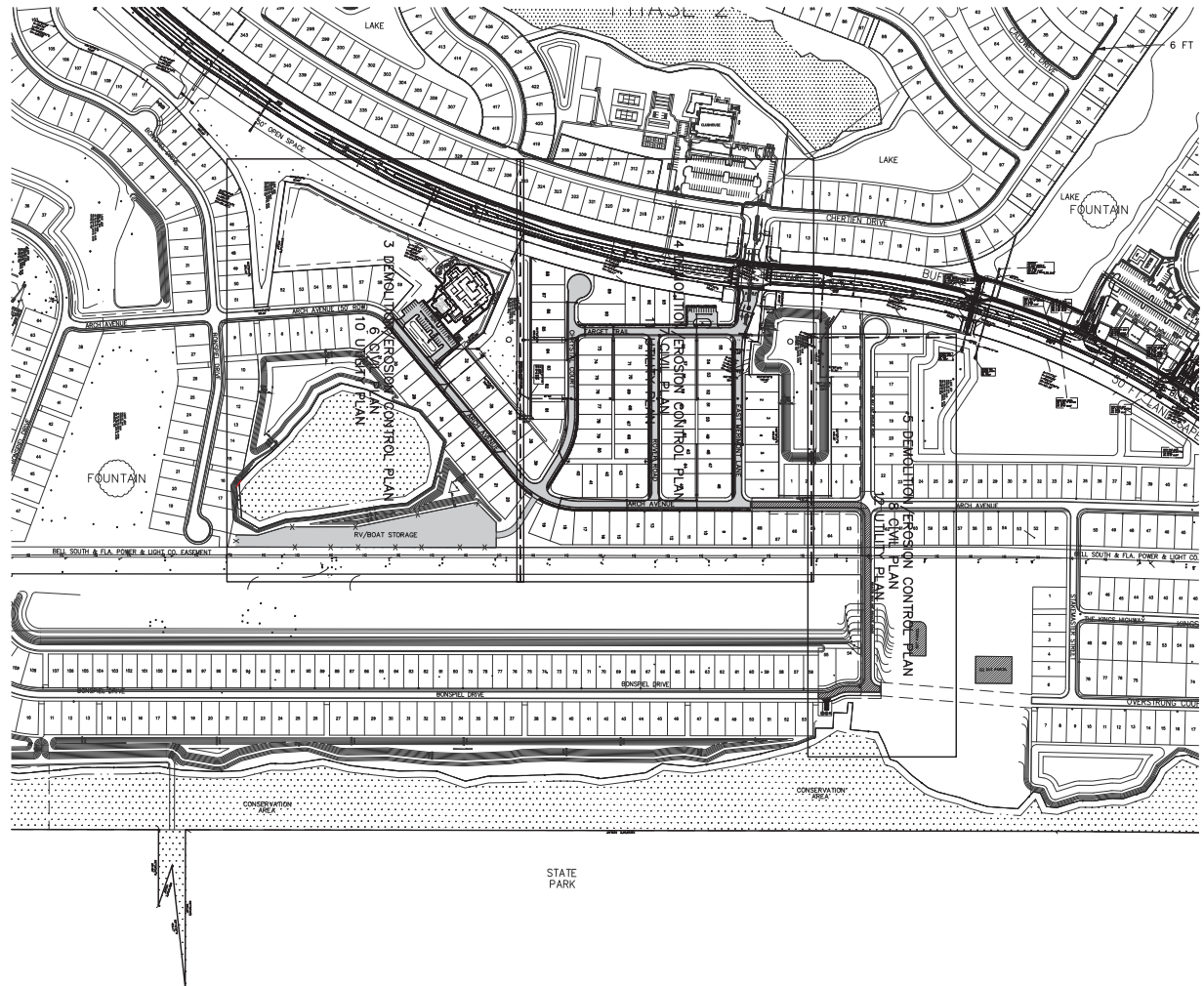


Sliker & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3001 N.W. 10th Ave.
Suite 100
Fort Lauderdale, FL 33309
Phone: (954) 571-1234
Fax: (954) 571-1235
Email: info@slisurveys.com

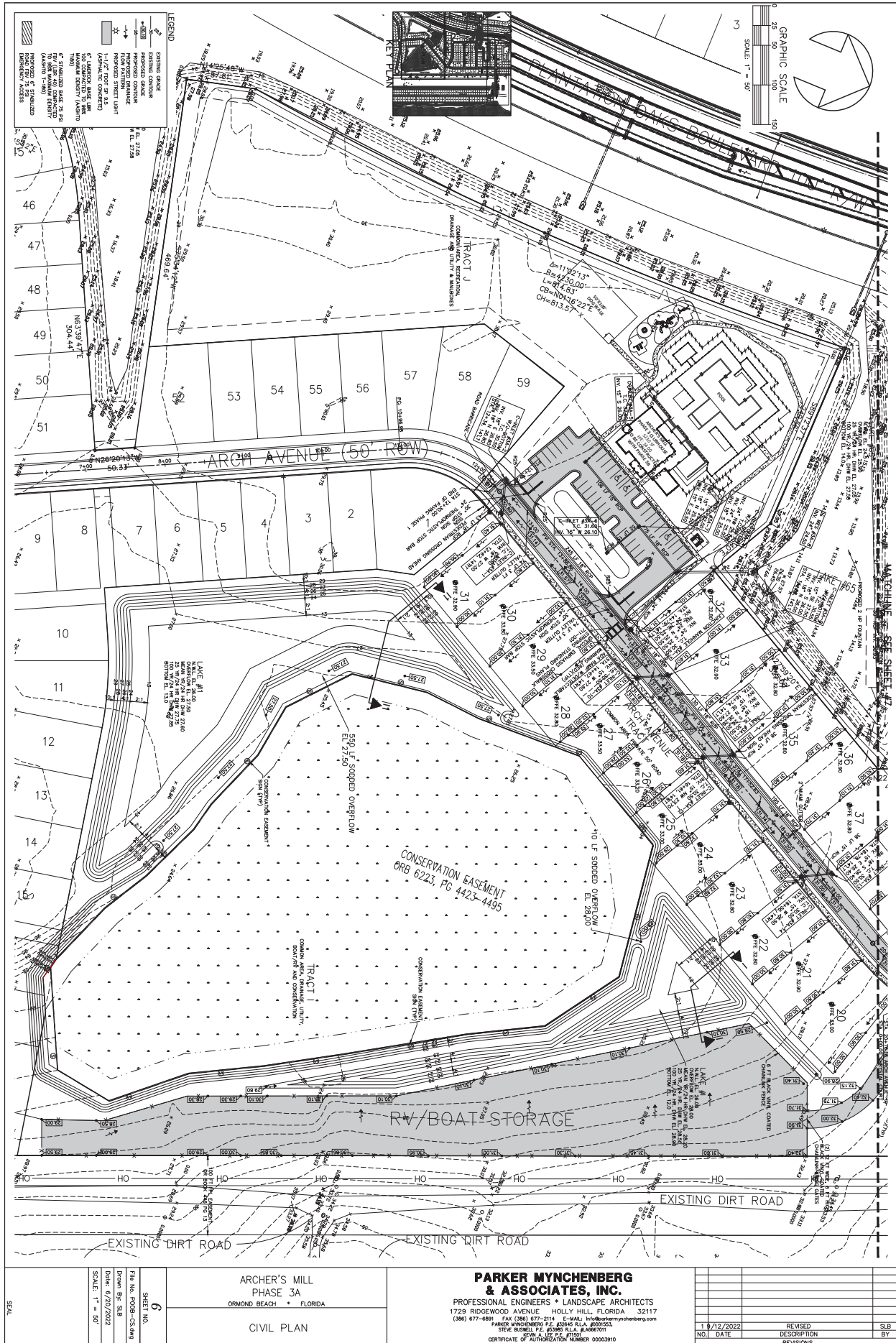


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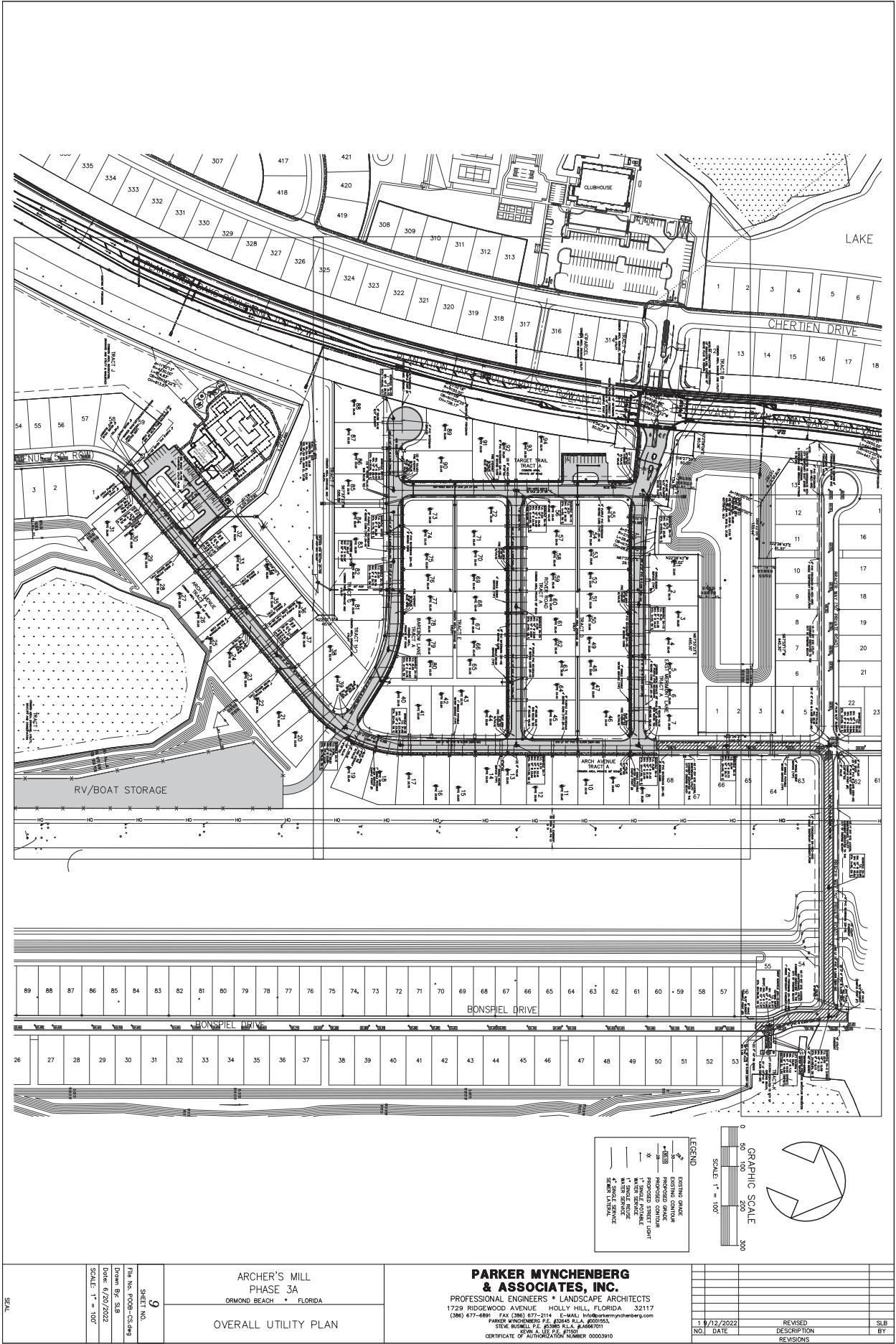
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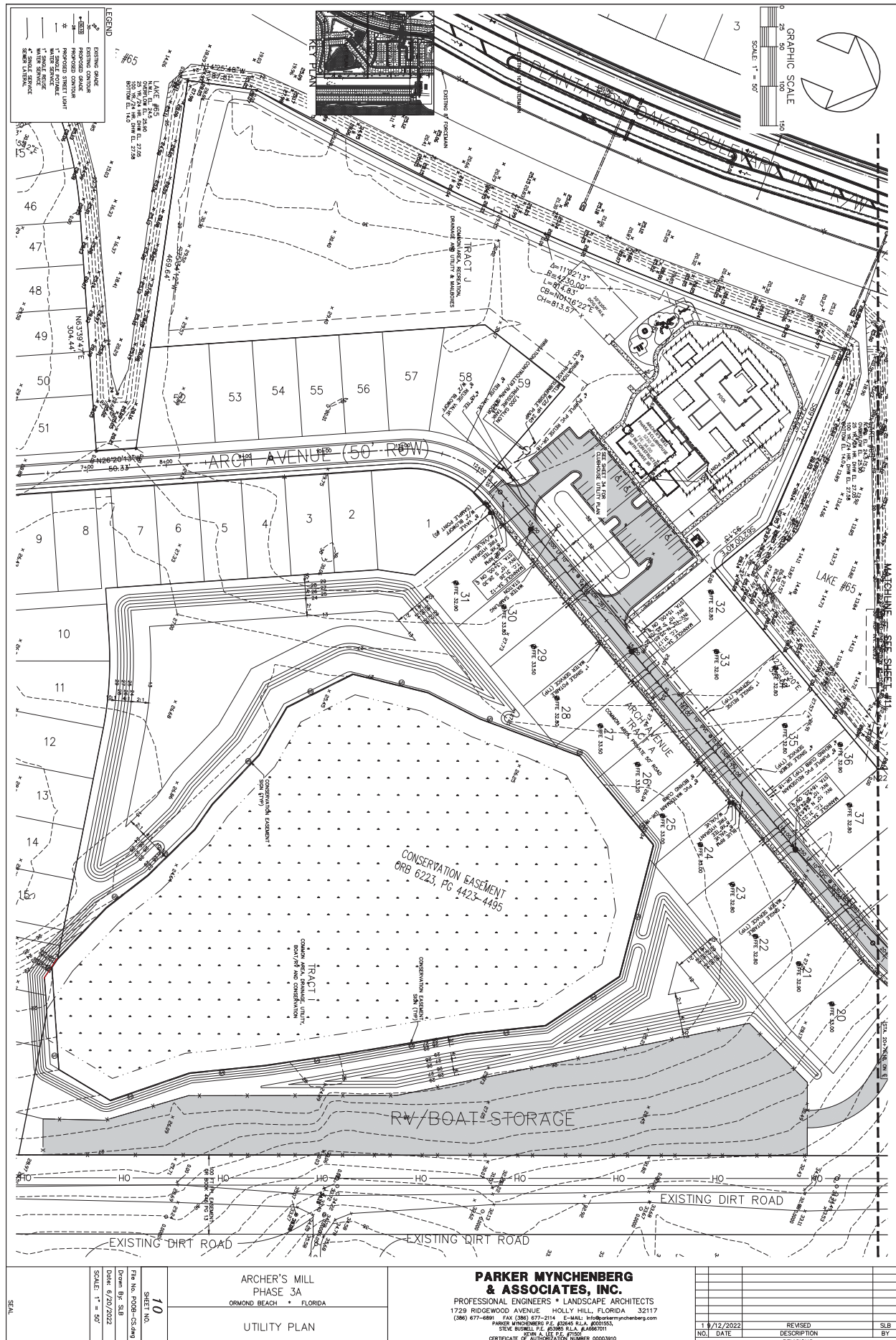


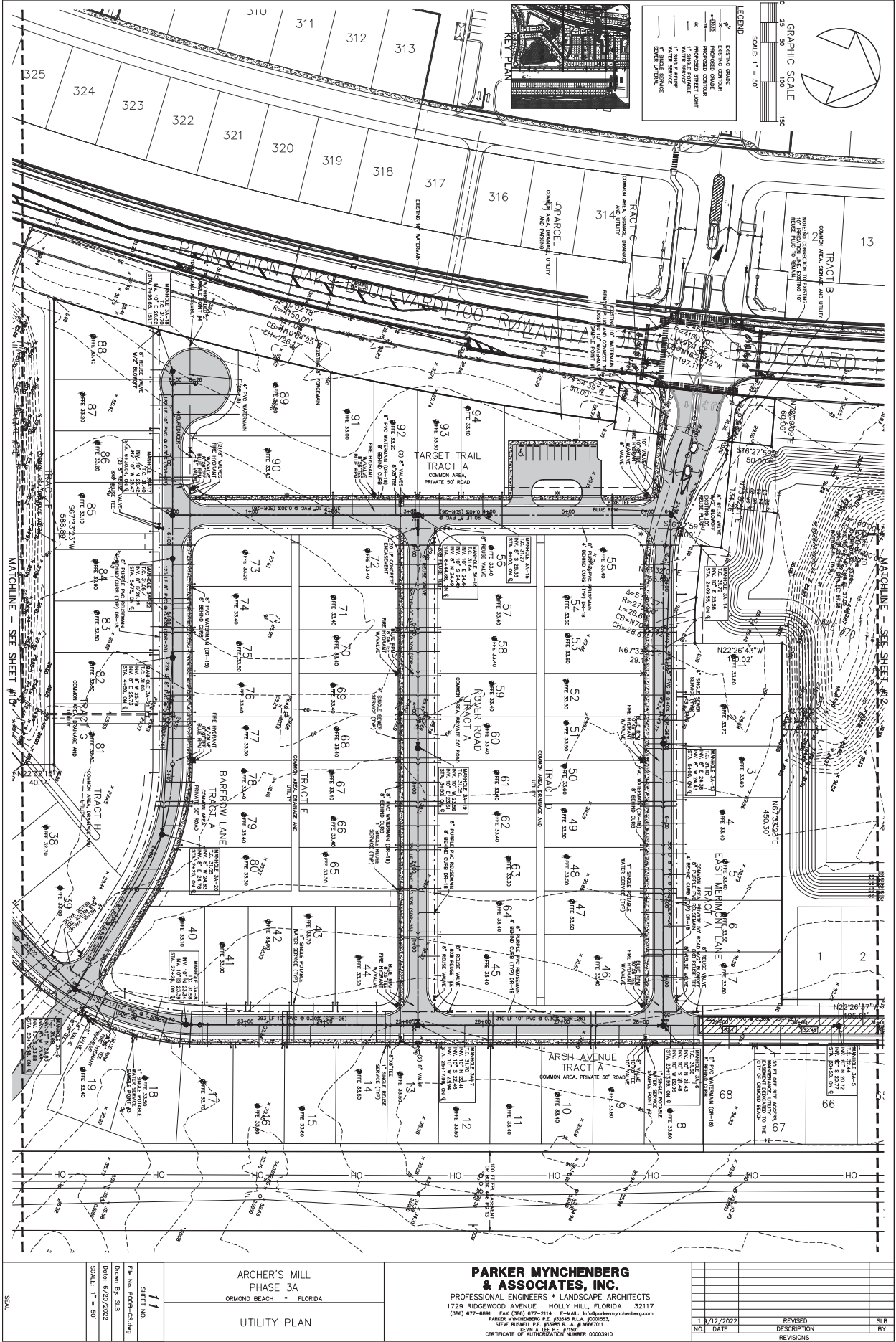
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			OVERALL PLAN / KEY MAP PHASE 1		1/9/2022	REVISED	SLB	BY			
							NO.	DATE	DESCRIPTION		

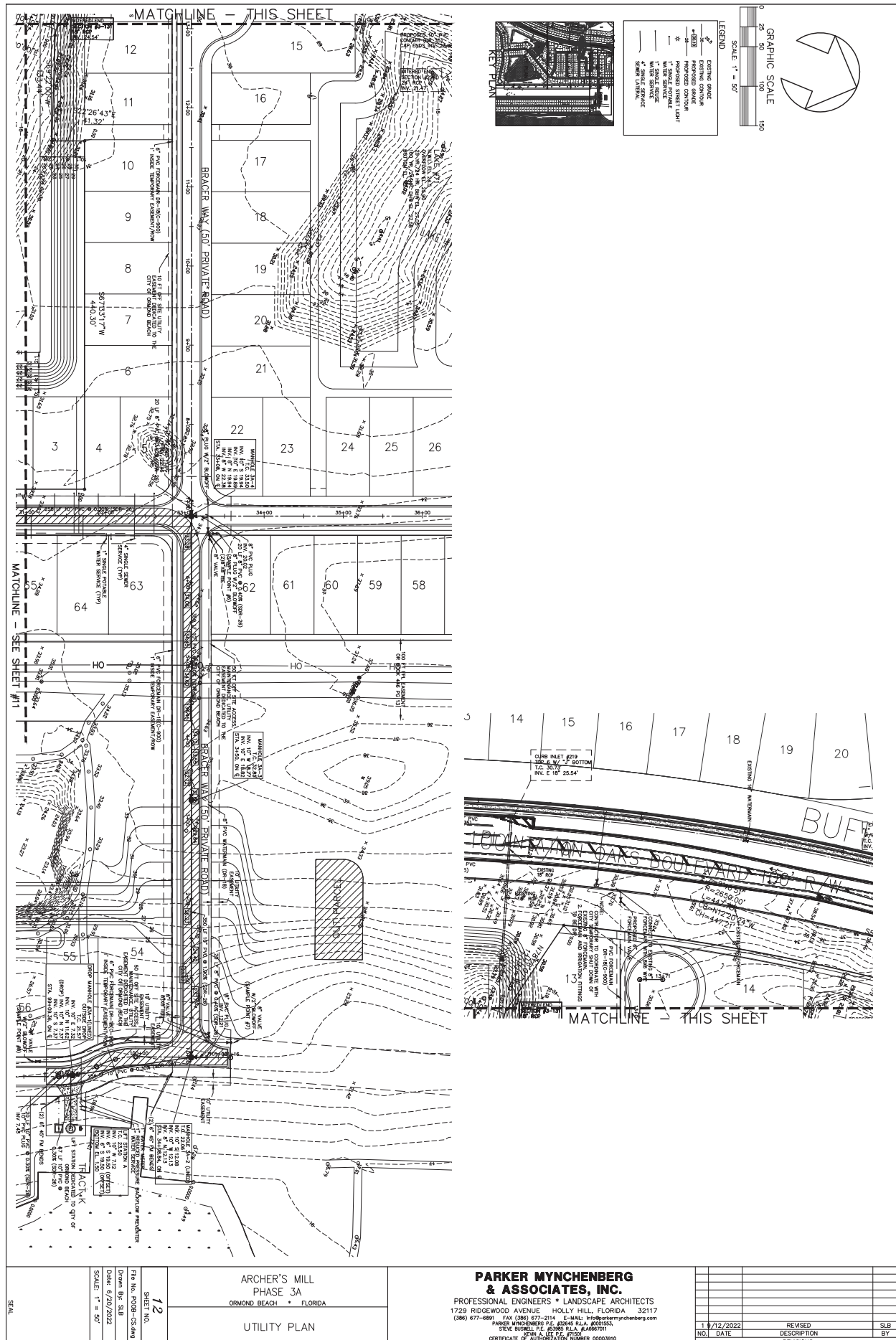




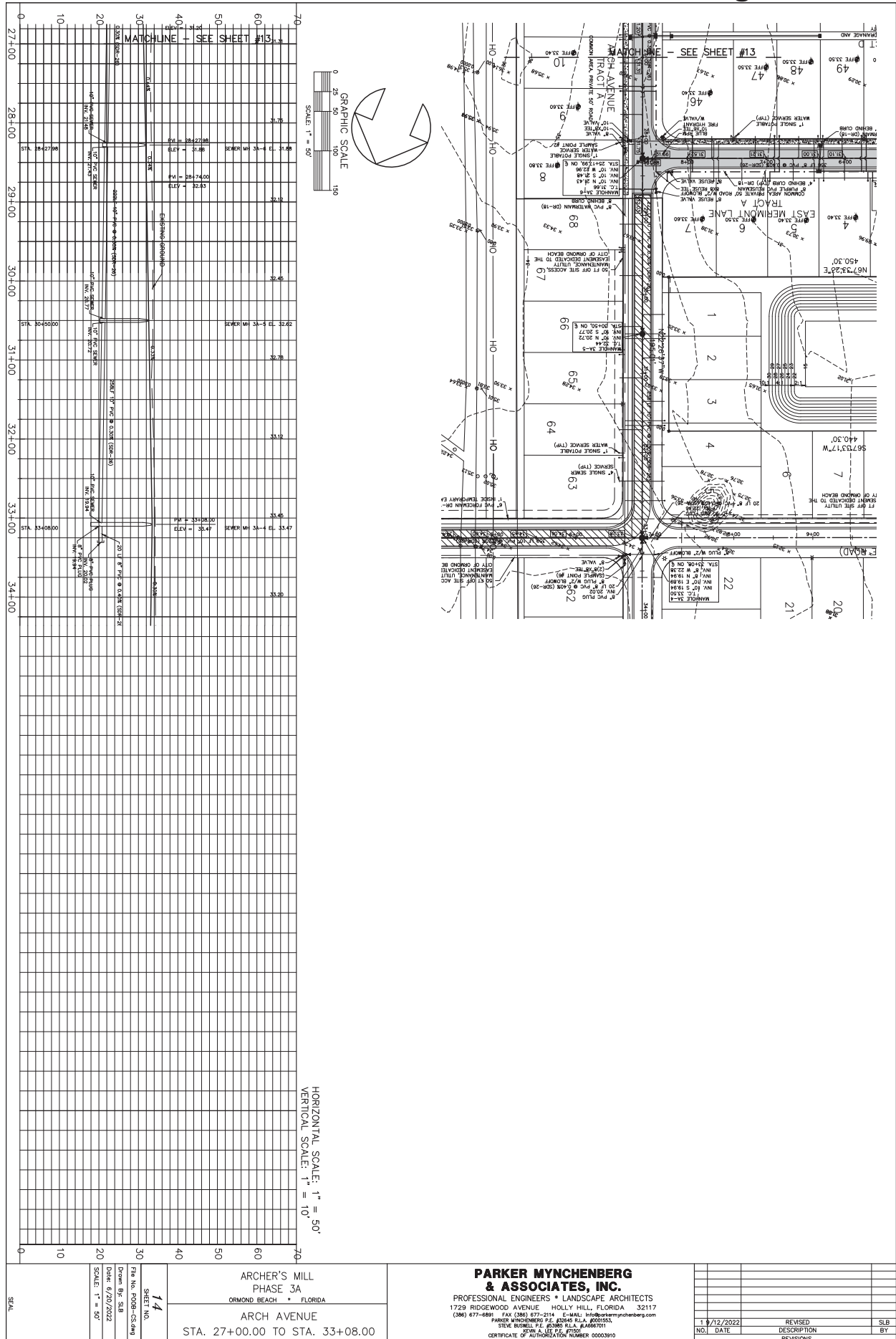


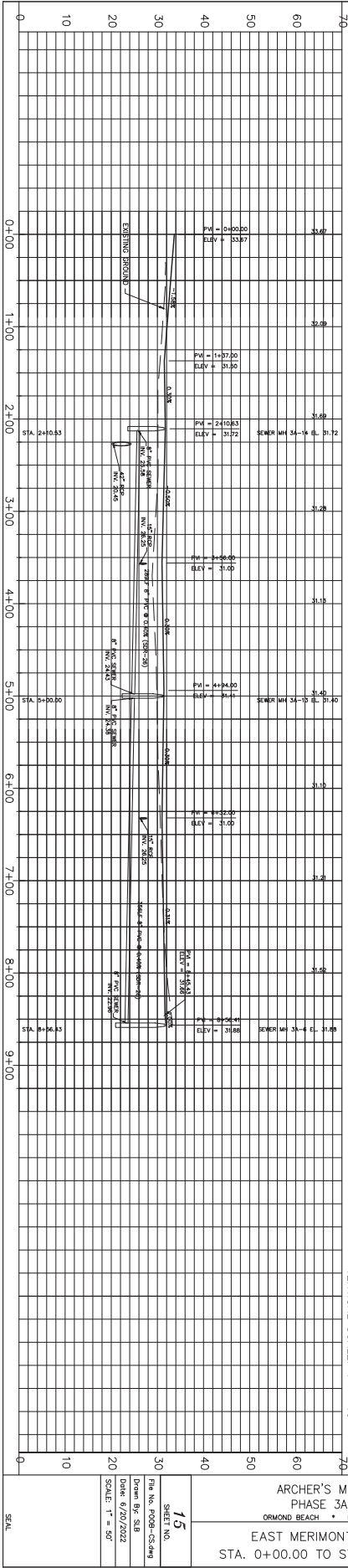




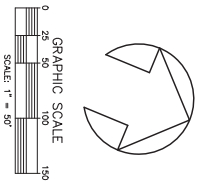
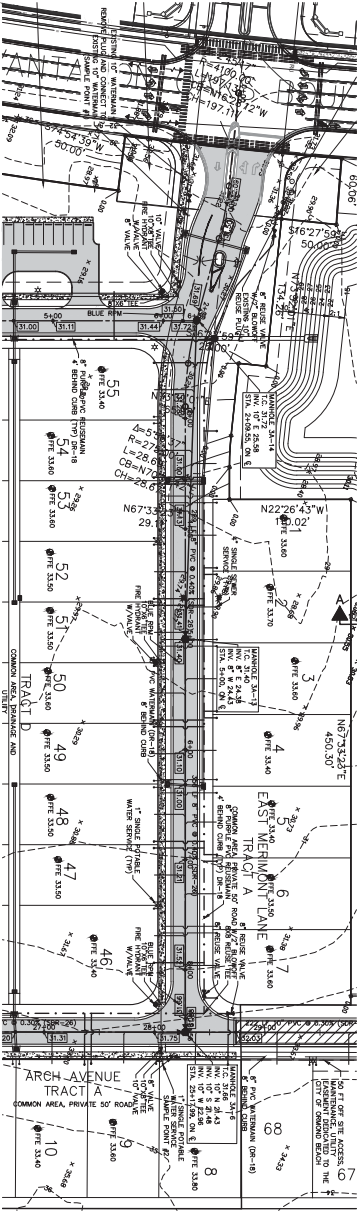








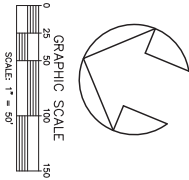
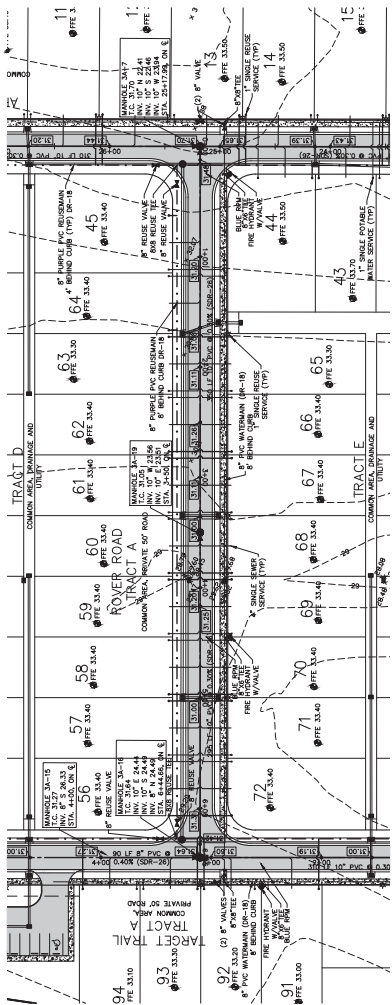
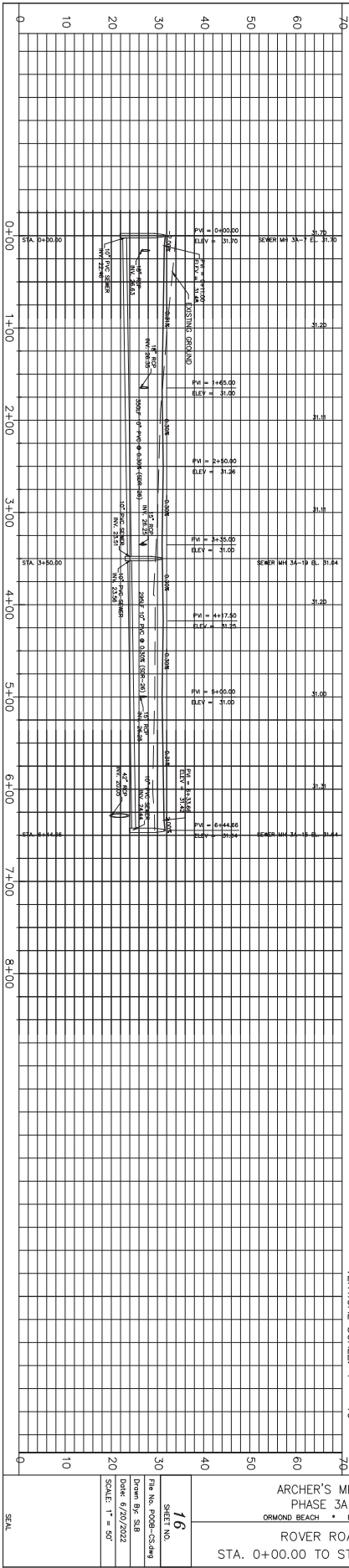
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VERTICAL SCALE: 1" = 10'



ARCHER'S MILL
PHASE 3A
ORMOND BEACH, FLORIDA
EAST MERIMONT LANE
STA. 0+00.00 TO STA. 8+56.41

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-6714 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. 83045 FLA. #0001563
STEVE BOHLEN P.E. 83045 FLA. #0006011
JERRY A. LEE P.E. #1010
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

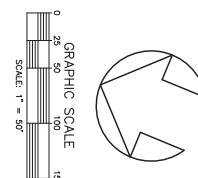
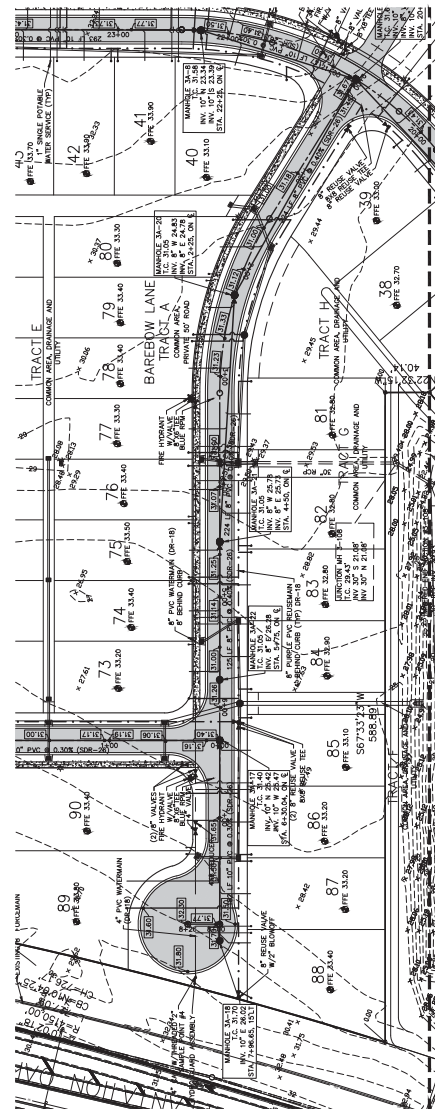
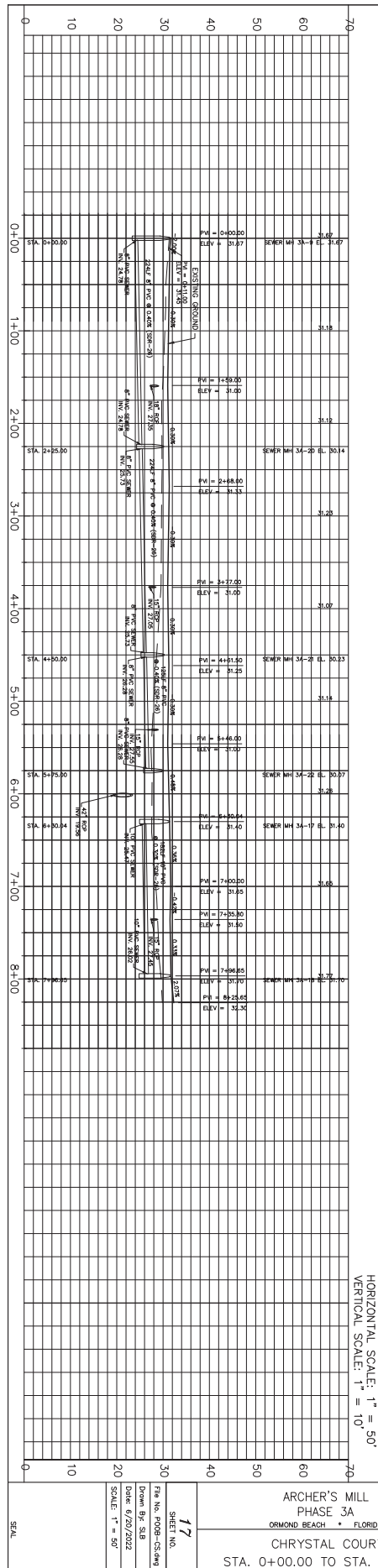
NO.	DATE	REVISIONS	SLB
1	9/12/2022	REVISED	BY
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		REVISIONS	



ARCHER'S MILL
PHASE 3A
ORMOND BEACH • FLORIDA
ROVER ROAD
STA. 0+00.00 TO STA. 6+44.66

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 377-2174 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #35948 R.L.A. #0001563
STEVE BOHRELL P.E. #35948 R.L.A. #0001563
JENNIFER A. LEE P.E. #17018 R.L.A. #0001563
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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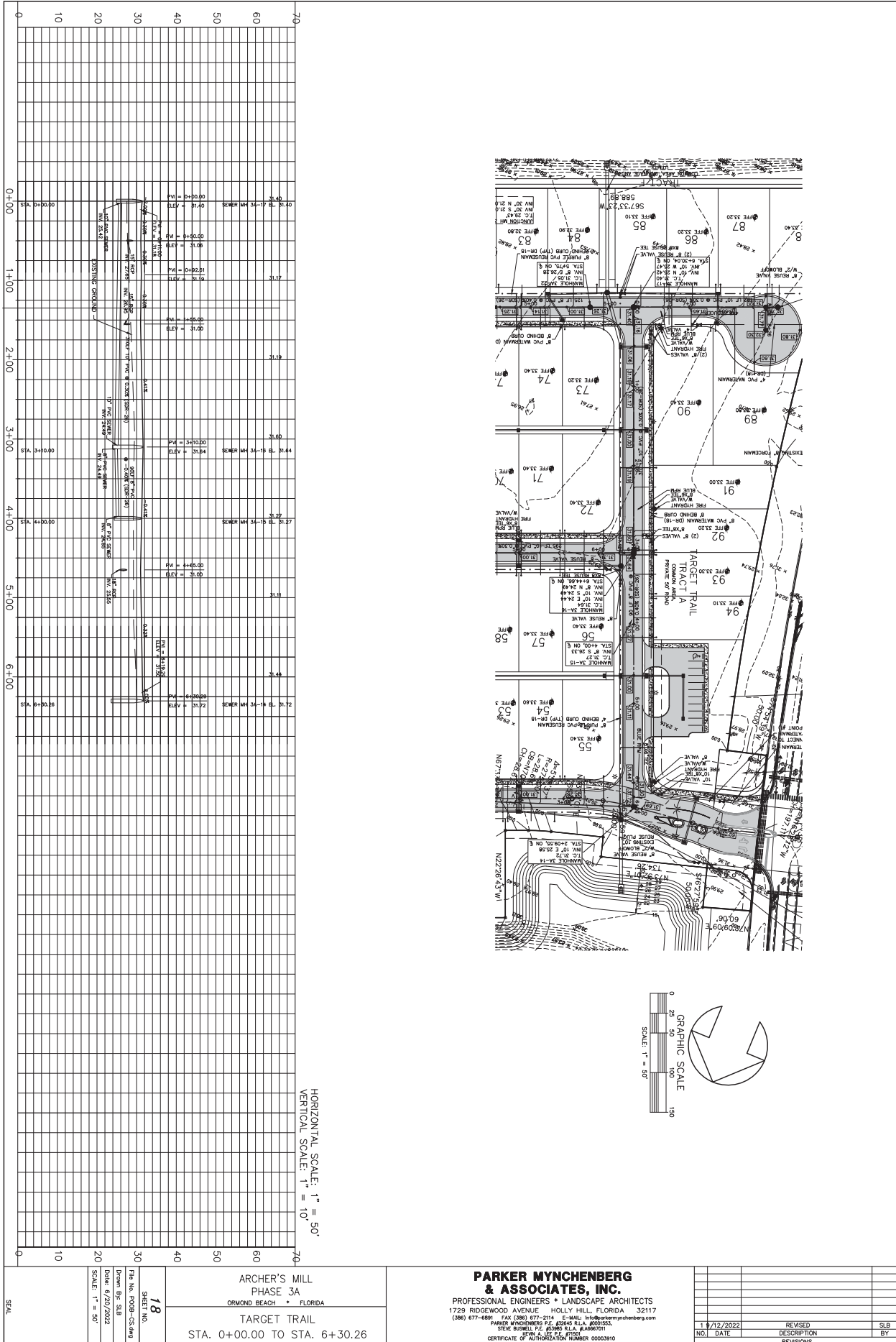


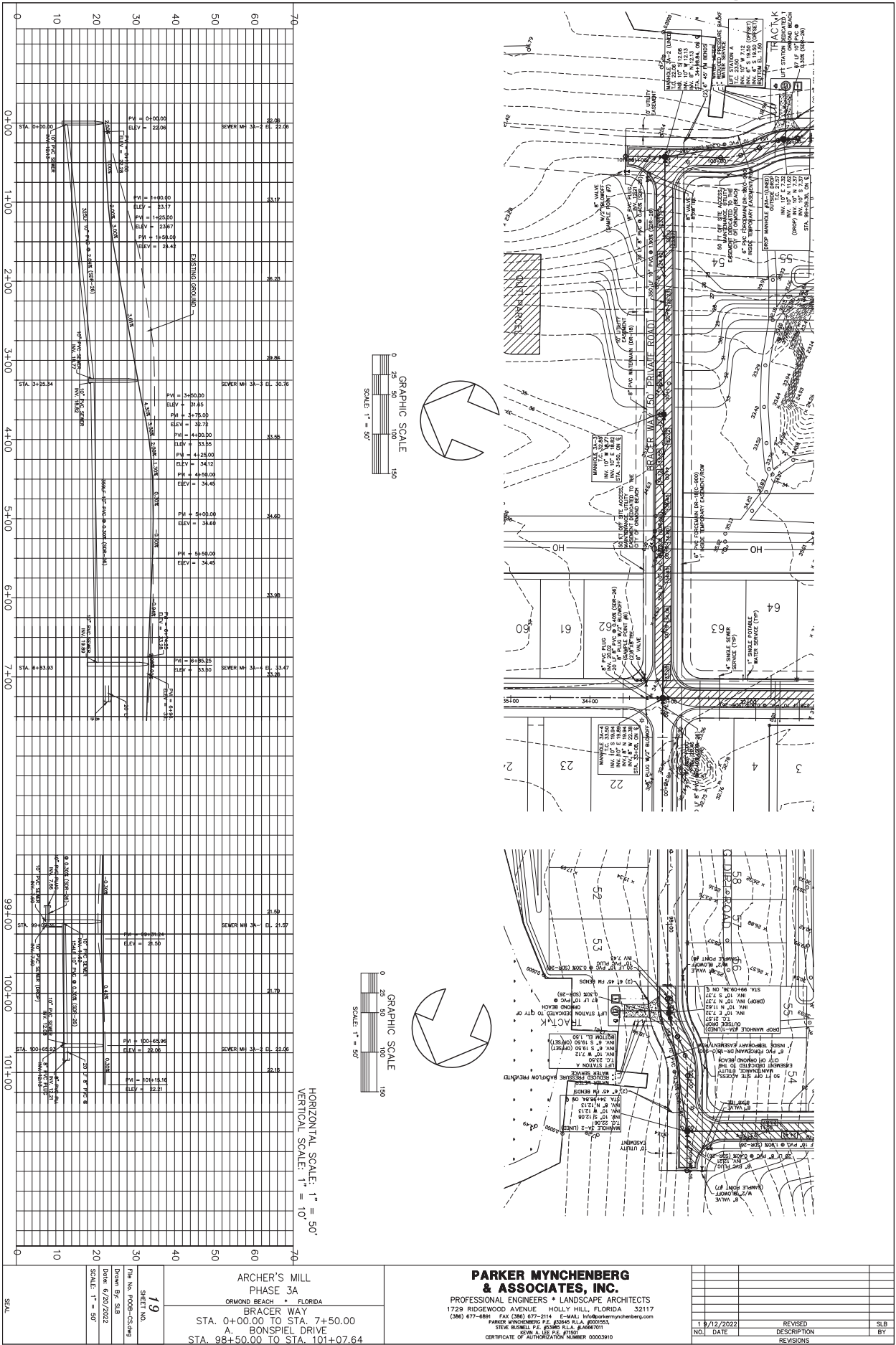
ARCHER'S MILL
PHASE 3A
ORMOND BEACH * FLORIDA

CHRYSTAL COURT
STA. 0+00.00 TO STA. 8+25.66

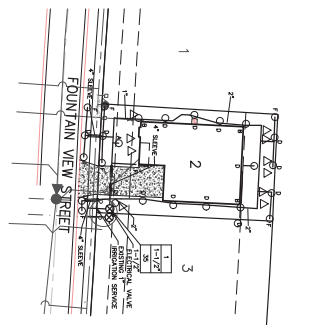
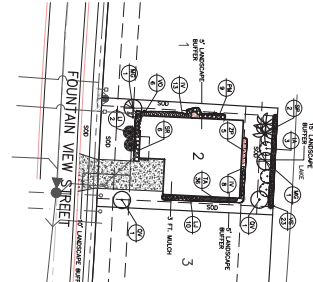
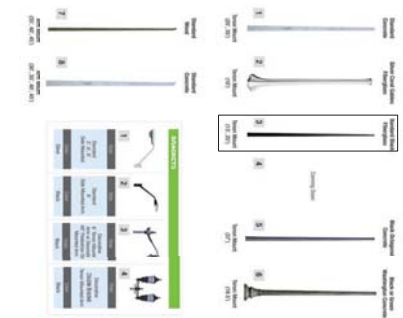
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #23545 R.L.A. #0015653,
STEVE RUSSELL P.E. #23595 R.L.A. #A066701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00001910

19/12/2022	REVISED		SLB
NO. DATE	DESCRIPTION		BY





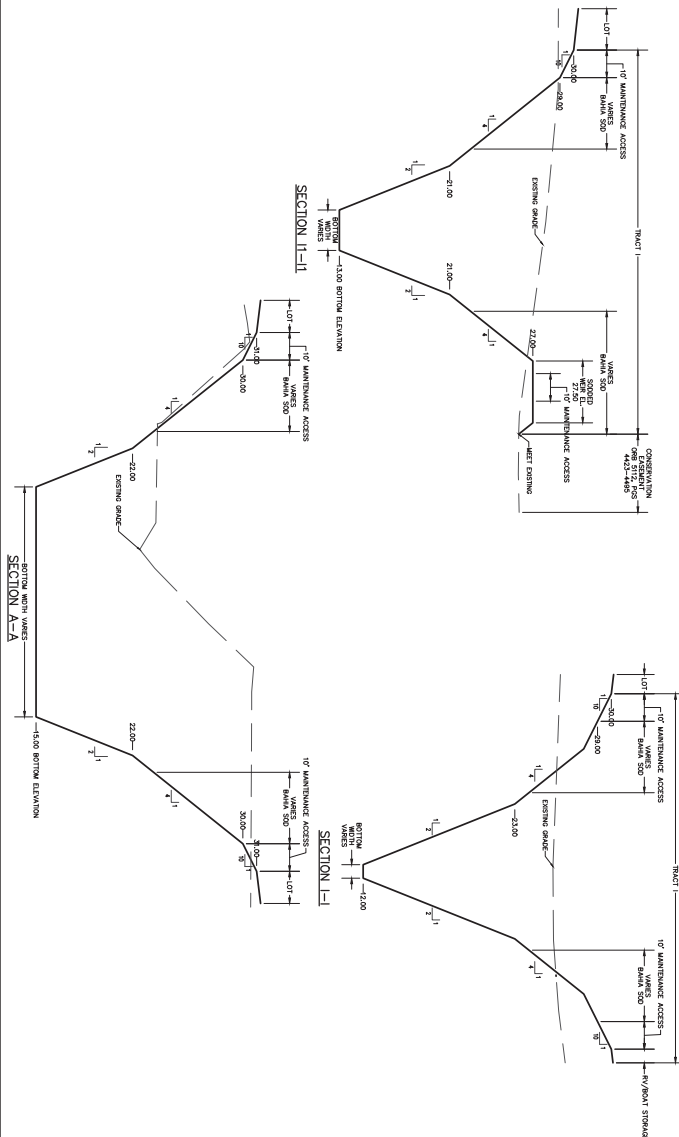
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1	12/2022	REVISED	SLB
NO.	DATE	DESCRIPTION	BY
		BOBARIAN	

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #000553,
STEVE BUSHELL P.E. #05985 R.L.A. #A46667011
KEVIN LEE P. #71501
CERTIFICATE OF AUTHORIZATION: INFO003910

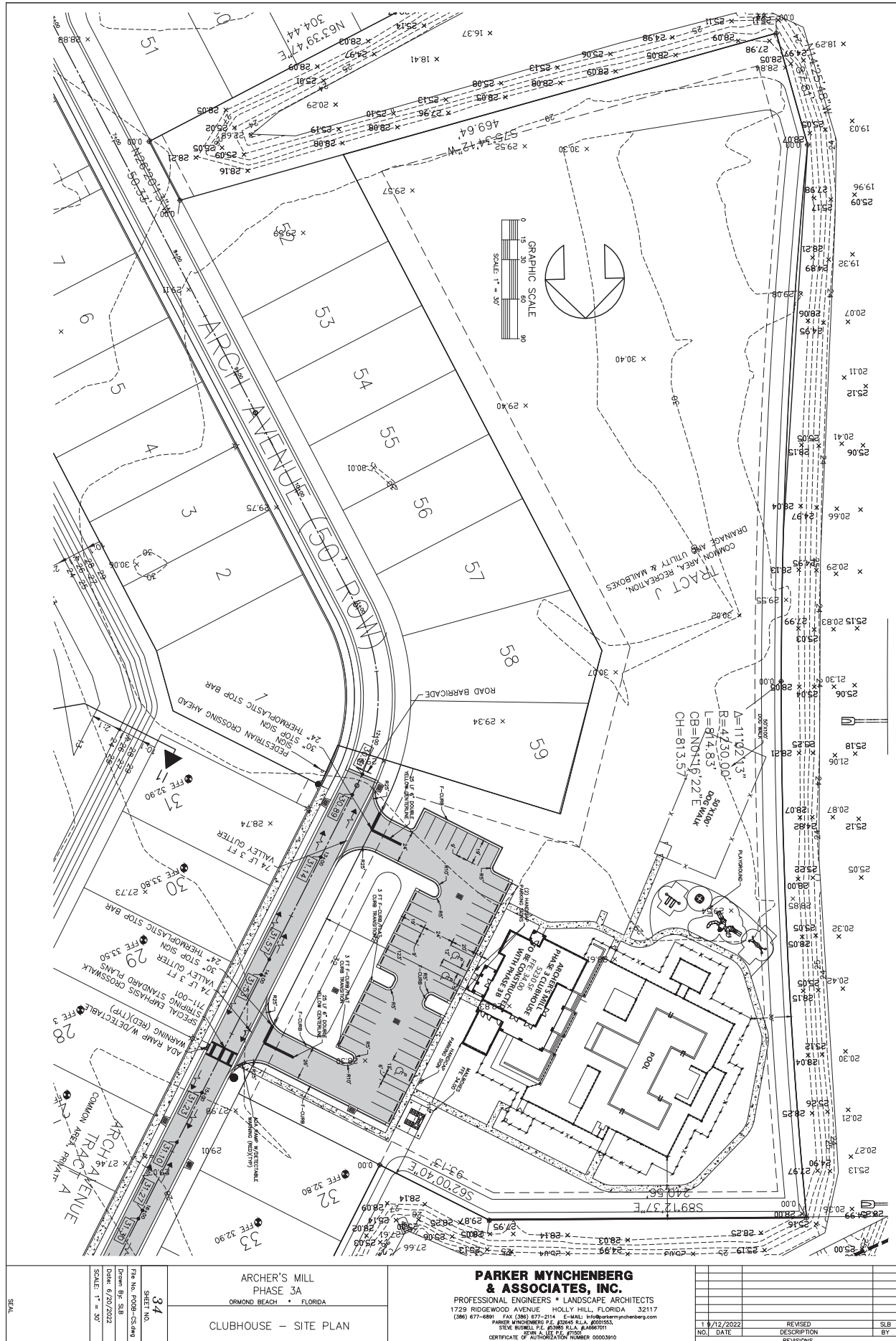
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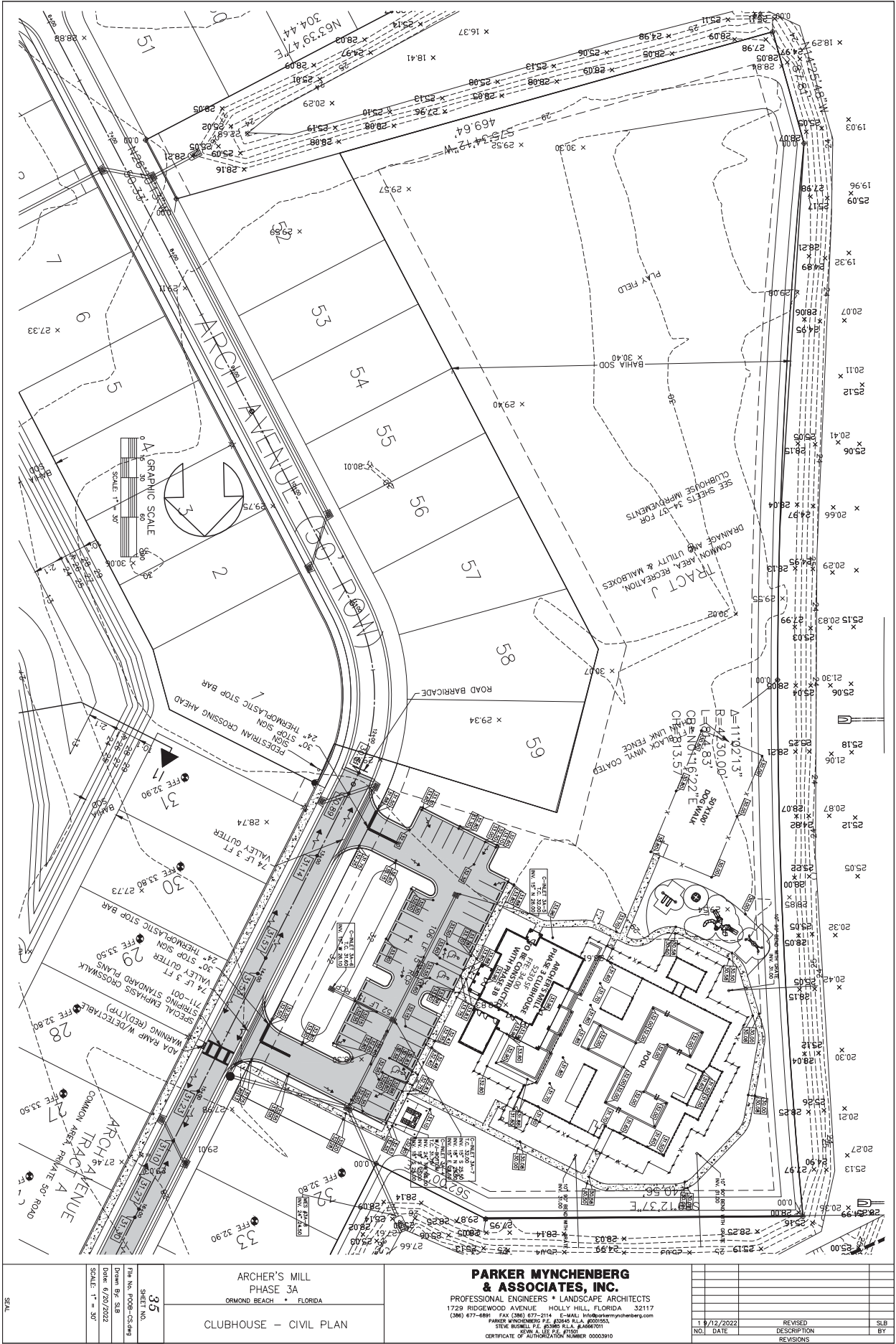


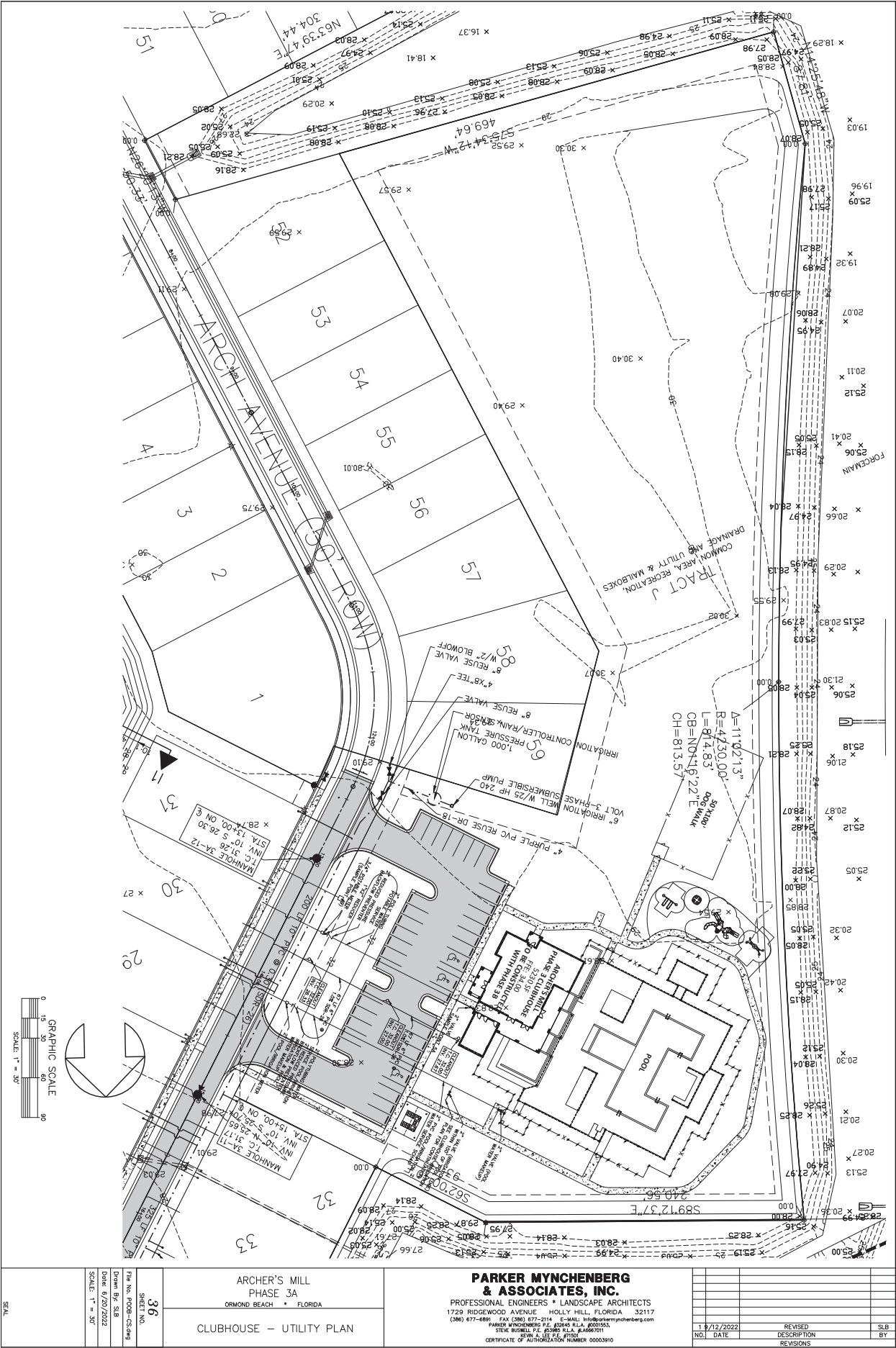
ARCHER'S MILL
PHASE 3A
ORMOND BEACH * FLORIDA

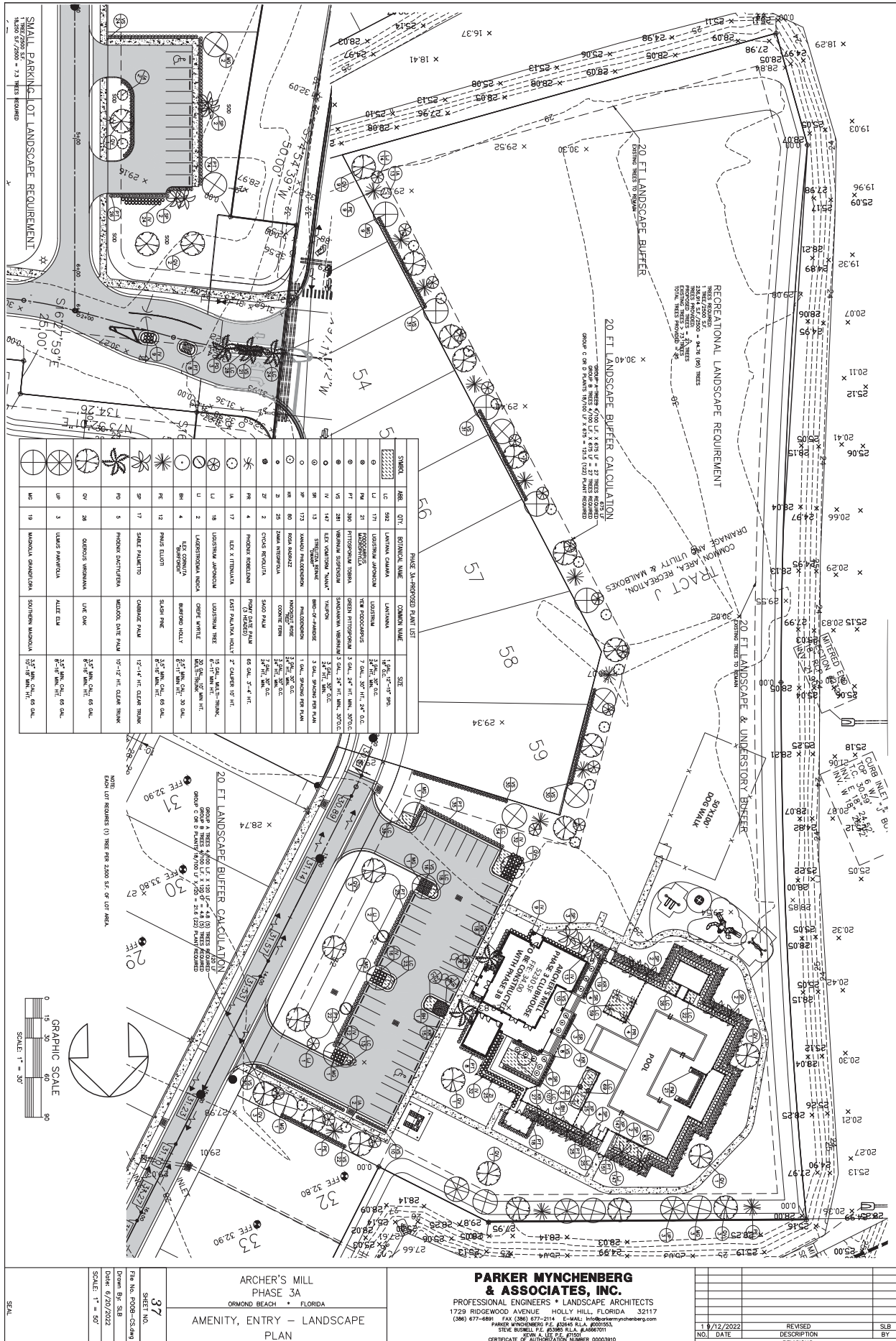
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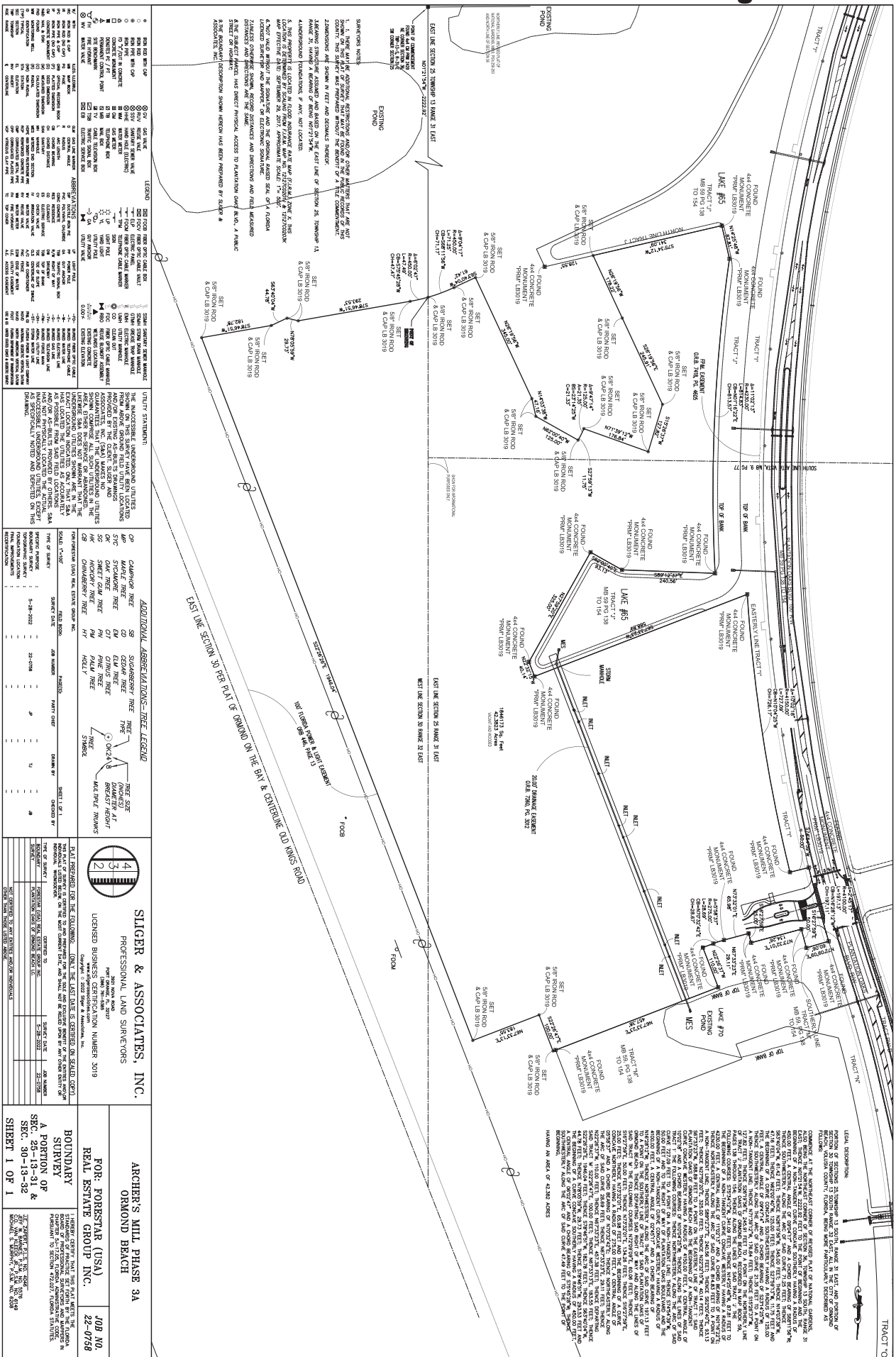
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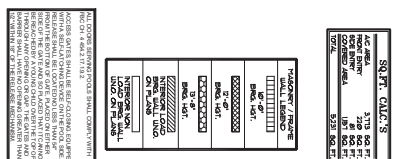








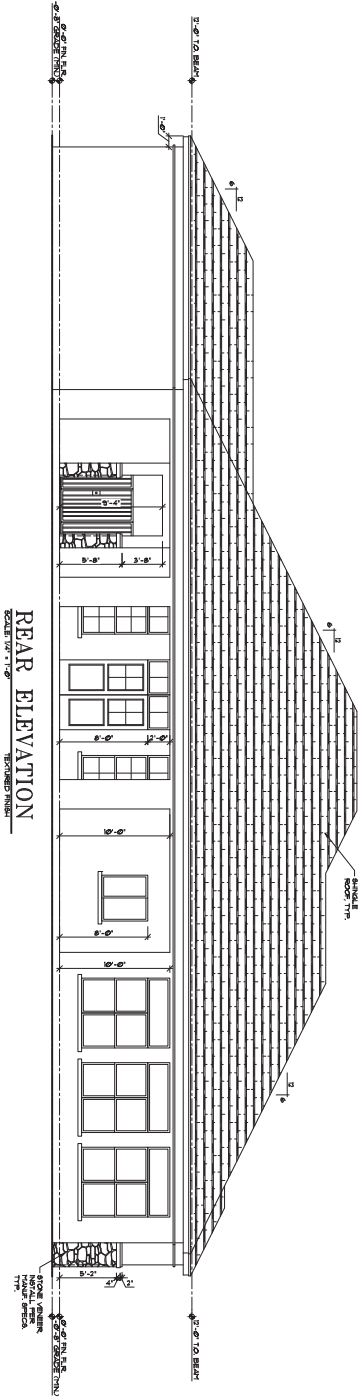
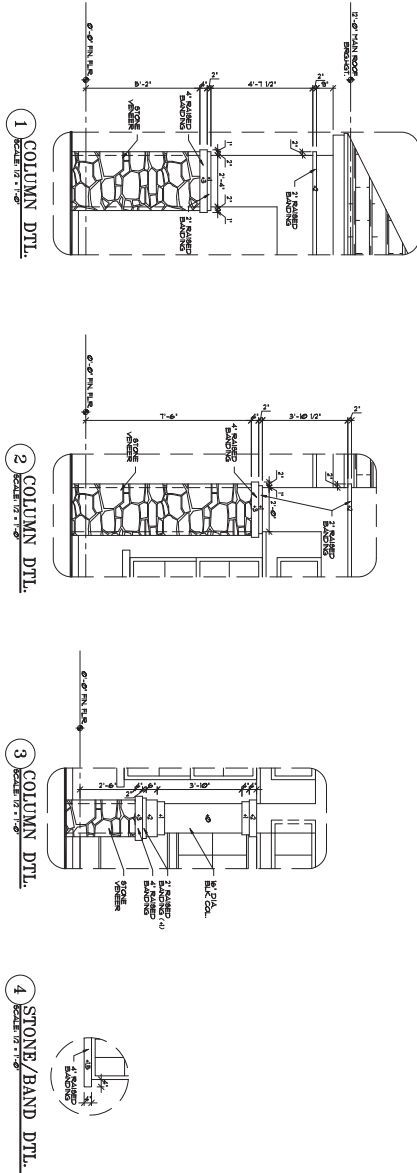
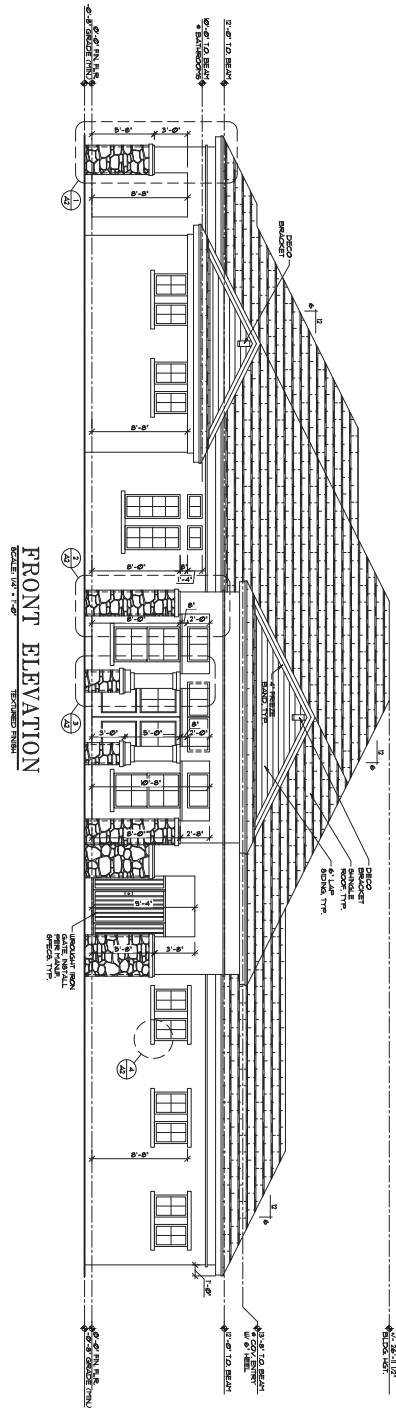




DOOR TYPE			
MARK	MAT	FINISH	NOTES
01	ALUMINUM	FACTORY	ALUMINUM CLAD GLASS, FACTORY FINISH, PREHANG WEIGHT: 1400 LBS. 100 INCH X 70 INCH
02	WOOD	PAINTED	INTERIOR, SOLID CORE, PAINTED, PREHANG
03	WOOD	PAINTED	EXTERIOR, SOLID CORE, SHIMMER PAINT, PAINTED, PREHANG
04	WGLA	PAINTED	WOOD PAINTED, PREHANG, 1/2 IN. X 6 IN. X 100 INCH
05	FACTORY	FACTORY	SCENIC DOOR
06	METAL	FACTORY	METAL, GATE

NOTE:
1. SECURITY SYSTEM TO
BE PROVIDED BY GC.
2. FIRE SPRINKLER RISER
BY OTHERS

PROJECT 140 MPH EXP. C FLOOR PLAN DATE: 11/30/16 SCALE: AS NOTED SHEET: A1		REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Δ</th><th>DATE</th></tr> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>7</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>9</td><td></td></tr> </table>	Δ	DATE	1		2		3		4		5		6		7		8		9		 1441 N. ROAD 10 PLEASANT HILL, AL 36067-7714 TEL: 407-714-6078 FAX: 407-714-6078 WWW.DRHORTON.COM A/E # 00063235
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EXTERIOR FINISHES

1. ALL EXTERIOR FINISHES SHALL BE AS NOTED.
2. BRICK BRACKET SHALL BE AS NOTED.
3. BRICK BRACKET SHALL BE AS NOTED.
4. BRICK BRACKET SHALL BE AS NOTED.

DOORS

1. ALL INTERIOR & EXTERIOR DOORS TO HAVE FOLLOWING DETAIL:

ATTIC VENT CALCULATIONS

ITEM	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	ATTIC VENT	5.231	100%
2	ATTIC VENT	5.231	100%
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50	ATTIC VENT	5.231	100%

D.R. HORTON
America's Builder

1441 N. RONALD REAGAN BLVD.
PO BOX 774 4078
www.drhorton.com
AA # 1000325

PROJECT: **PROSPECT**

DESIGN: **DOO**

DATE: **11/20/18**

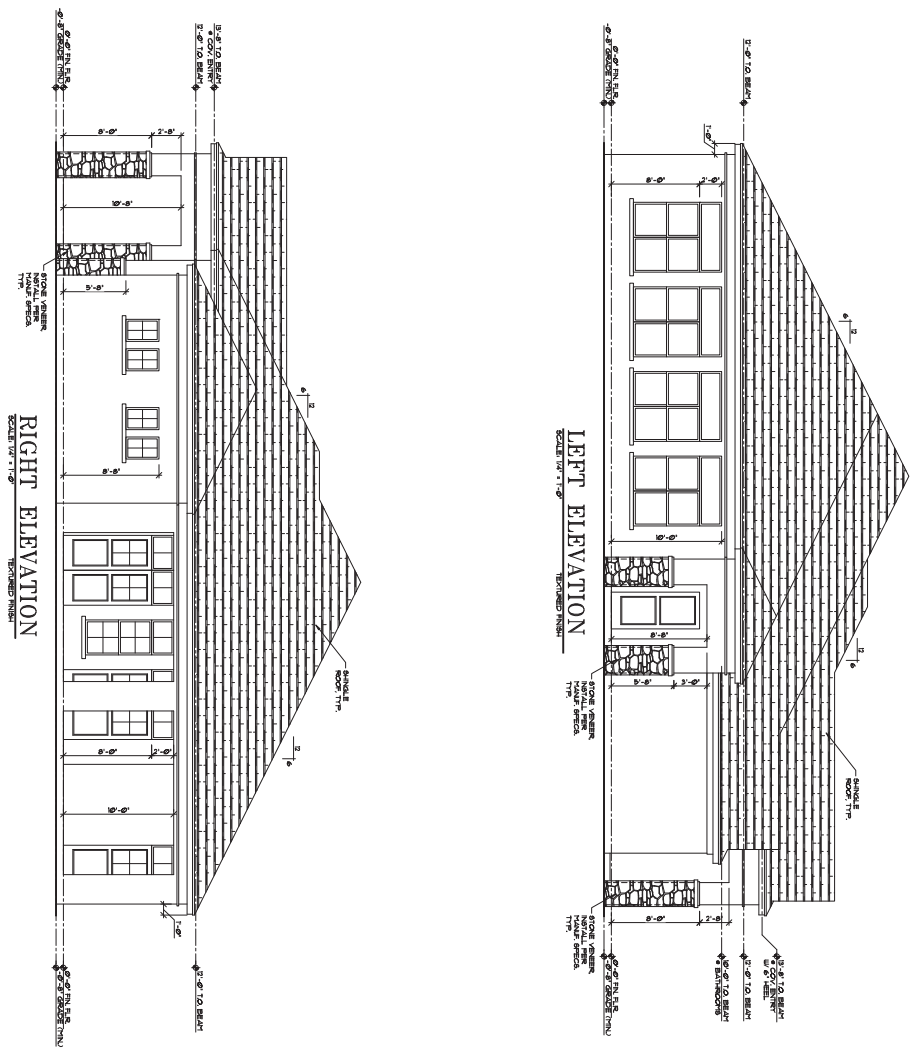
SCALE: **AS NOTED**

SHEET: **A2**

STATE OF FLORIDA

REGISTERED PROFESSIONAL ENGINEER

140 WPH EXP. C



1441 N. RONALD REAGAN BLVD
SUITE 200
MARIETTA, GA 30067
PH: 407.774.4078
WWW.A3ENGINEERING.COM
A/E: 10001325

A3
ENGINEERING

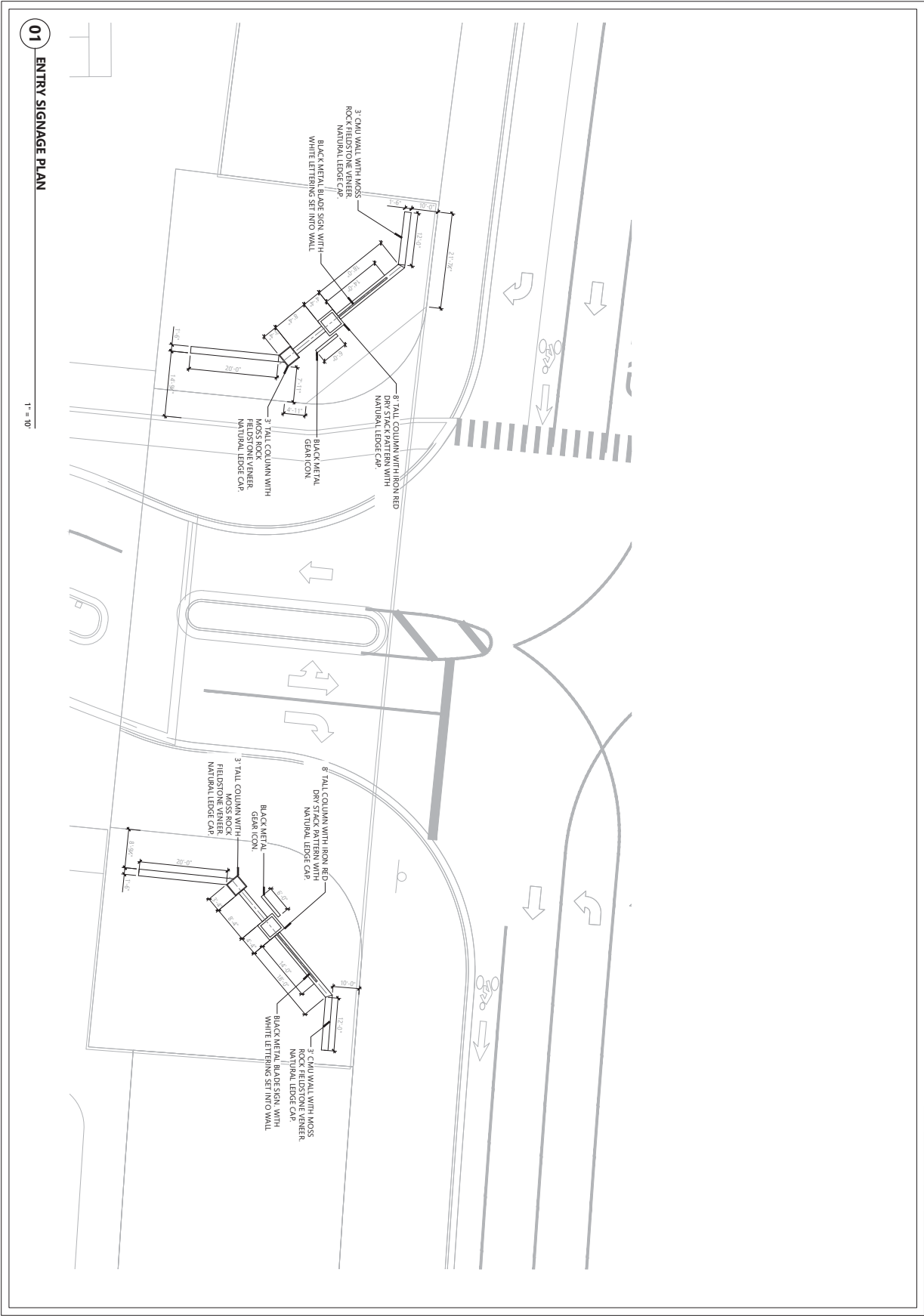
PROJECT:
DRESSIN' DOO

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LEFT &
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ELEVATION
140 MPH EXP. C

STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
DATE: 11/20/18
SCALE: AS NOTED
SHEET
A3

D·R·HORTON
America's Builder

DATE	REVISIONS
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SCALE 1"=10'
NORTH
JANUARY 2008
HARDSCAPE
PLAN
HP-01



DATE	REV.	DESCRIPTION
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10/01/01	0002	ISSUED
10/01/01	0003	ISSUED
10/01/01	0004	ISSUED
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ARCHER'S MILL
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LANDSCAPE ARCHITECTURE PLANS
ORMOND BEACH, FLORIDA
FORESTAR REAL ESTATE GROUP



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500 delaney avenue orlando, florida 32801 407.422.4040
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01 SIGNAGE ELEVATION AND SECTION



THE HARDSCAPE CONTRACTOR IS REQUIRED TO SUBMIT EACH OF THE FOLLOWING TO THE OWNER FOR REVIEW AND APPROVAL AS THEY ARE AVAILABLE DURING THE COURSE OF CONSTRUCTION:

A. LABORATORY TEST REPORTS FOR CONCRETE YIELD, COMPRESSION

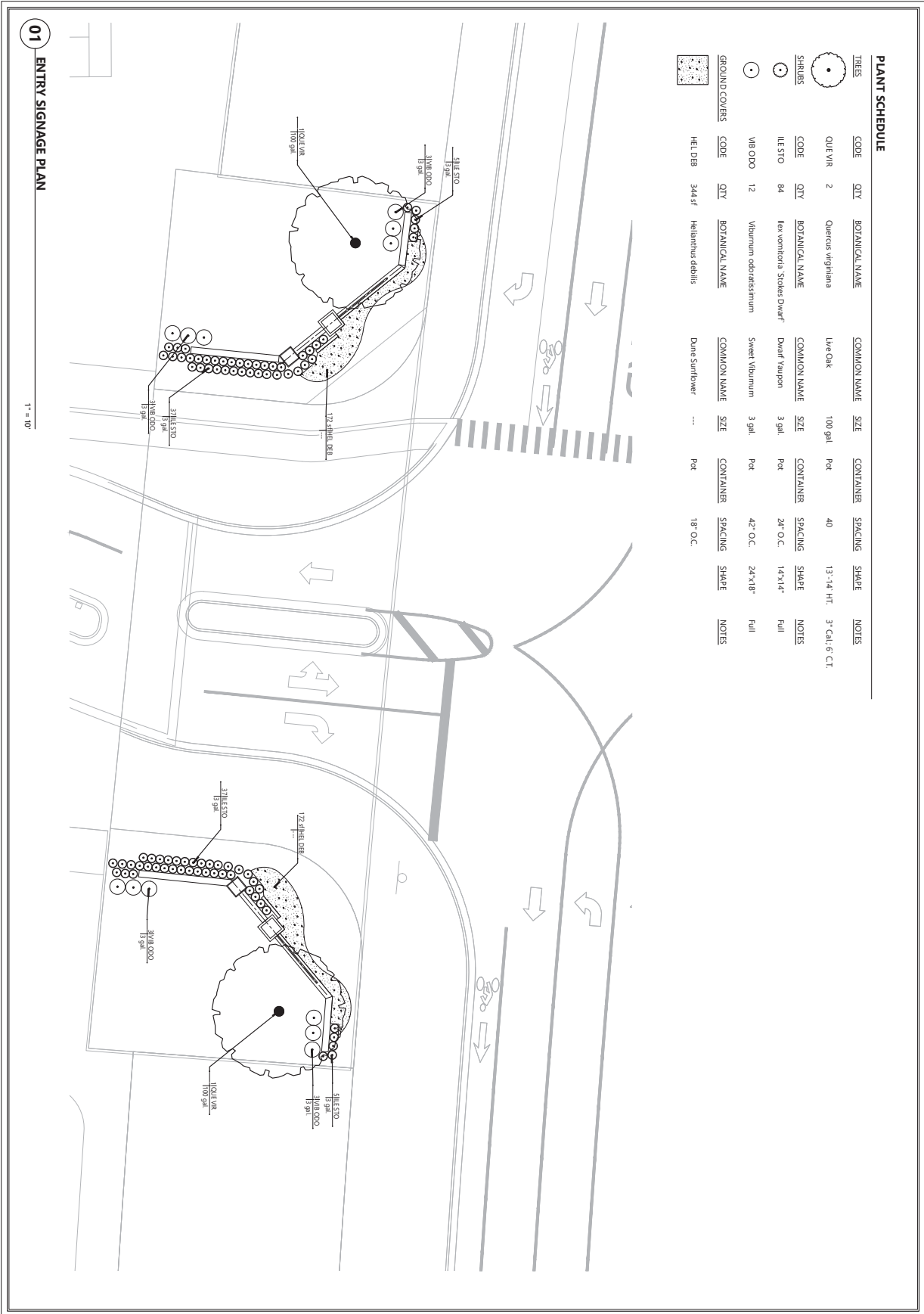
- ## GRADING NOTES

IN THE EVENT THAT THE HARSCOPE CONTRACTOR PROCEEDS WITH PURCHASING, DELIVERIES OR INSTALLATION OF MATERIALS WITHOUT THE APPROVAL OF THE OWNER, THEY WILL BE DOING SO AT THEIR OWN RISK. THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY FOR COSTS ASSOCIATED WITH CORRECTIONS THAT NEED TO BE MADE UP TO AND INCLUDING REMOVAL AND REPLACEMENT. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ANY IMPACTS CAUSED ON OVERALL CONSTRUCTION SCHEDULE (IF ANY) CAUSED BY REMOVAL.

IN THE EVENT THAT THE HARSCOPE CONTRACTOR PROCEEDS WITH PURCHASING, DELIVERIES OR INSTALLATION OF MATERIALS WITHOUT THE APPROVAL OF THE OWNER, THEY WILL BE DOING SO AT THEIR OWN RISK. THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY FOR COSTS ASSOCIATED WITH CORRECTIONS THAT NEED TO BE MADE UP TO AND INCLUDING REMOVAL AND REPLACEMENT. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ANY IMPACTS CAUSED ON OVERALL CONSTRUCTION SCHEDULE (IF ANY) CAUSED BY REMOVAL.

07/08/2022

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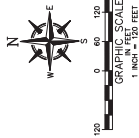


ATTACHMENT 3

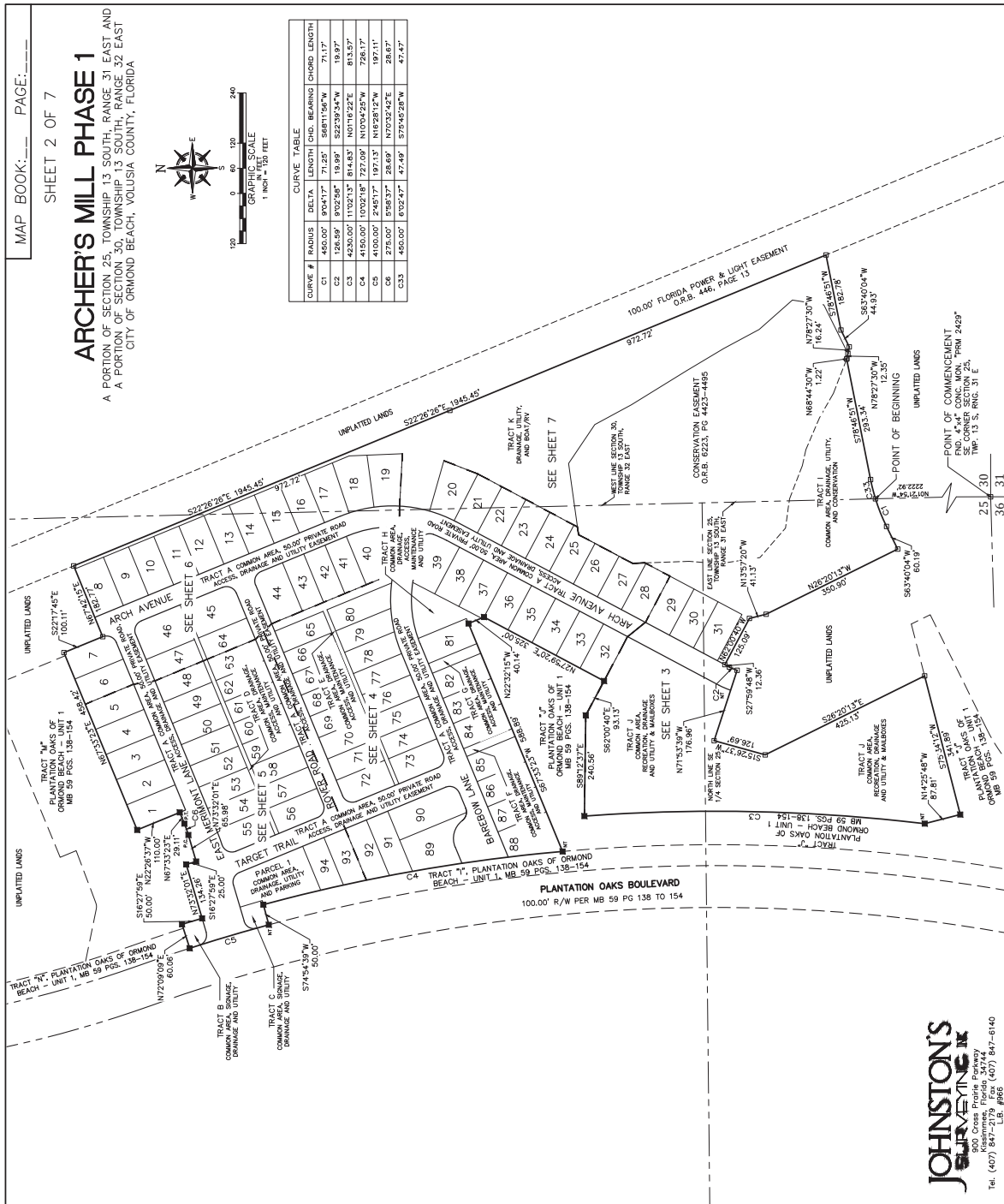
Final Plat

ARCHER'S MILL PHASE 1

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	450.00'	90°41'17"	71.25'	S68°11'56"W	71.17'
C2	126.59'	8°02'56"	19.99'	S22°39'54"W	19.97'
C3	4230.00'	11°02'13"	814.83'	N01°16'22"E	813.57'
C4	4100.00'	10°02'18"	727.09'	N10°04'22"E	726.17'
C5	4100.00'	2°45'17"	197.13'	N18°28'12"W	197.11'
C6	275.00'	5°58'37"	26.69'	N70°33'42"E	26.67'
C33	450.00'	6°02'43"	47.49'	S75°45'28"W	47.47'



ARCHER'S MILL PHASE 1

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

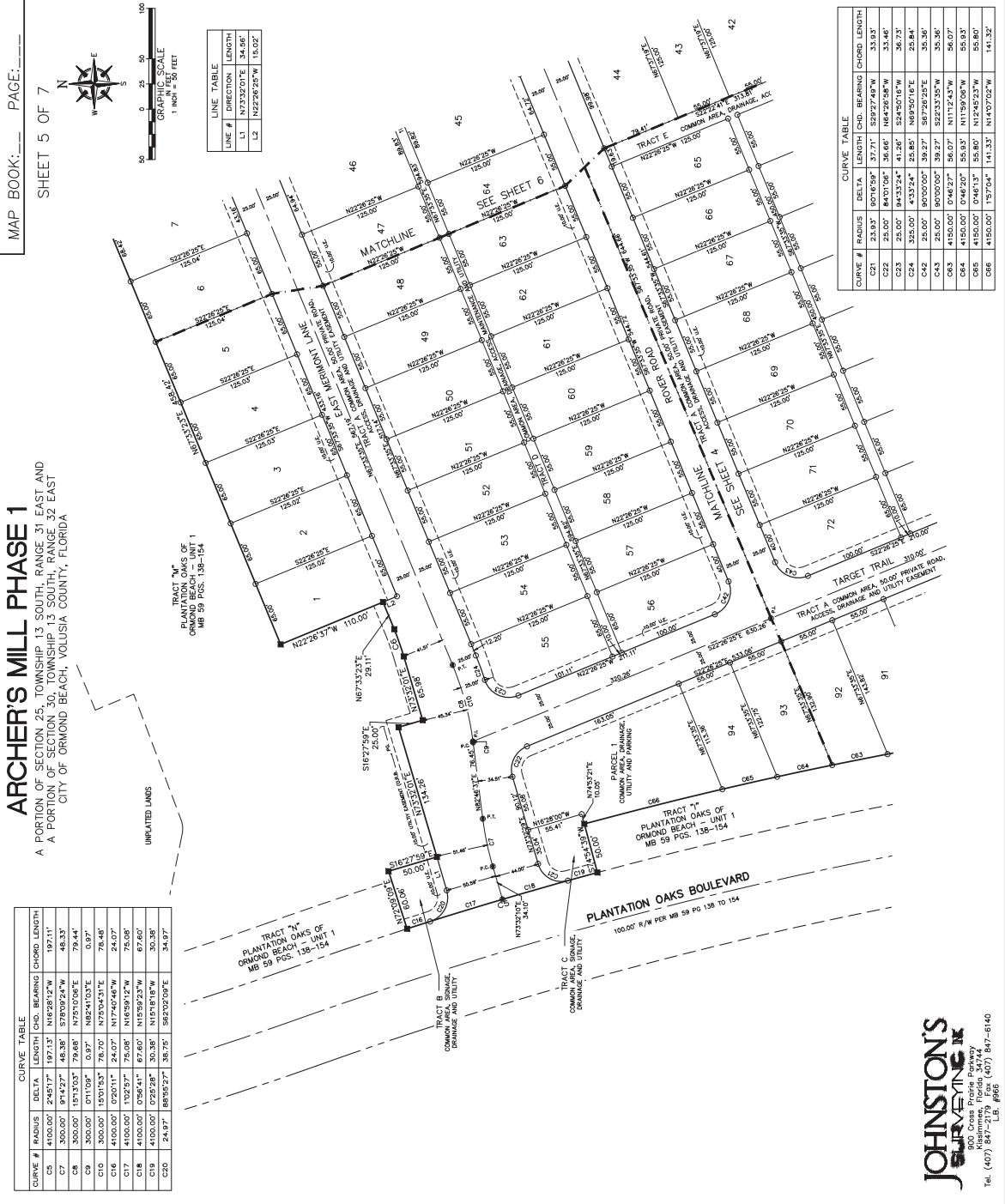


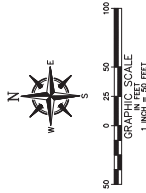
MAP BOOK: SHEET 4 OF 7 PAGE: 4

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C48	325.00'	107°38'39"	60.38'	N88°15'26"W	60.29'
C49	325.00'	21°18'53"	13.13'	N81°46'40"W	13.13'
C50	275.00'	31°49'12"	152.72'	S83°28'11"W	150.77'
C51	275.00'	0°46'08"	3.61'	N80°59'47"W	3.61'
C52	275.00'	28°41'10"	135.52'	S84°20'25"W	134.16'
C53	275.00'	2°49'52"	13.37'	N85°59'32"W	13.37'
C54	275.00'	13°39'37"	113.37'	S83°28'11"W	111.37'
C55	54.00'	74°38'38"	70.67'	S74°56'58"W	65.72'
C56	25.00'	90°00'16"	30.27'	N22°33'43"E	35.36'
C57	25.00'	50°34'17"	22.07'	S62°44'40"E	21.36'
C58	25.00'	24°24'20"	10.65'	N79°46'01"E	10.57'
C59	25.00'	13°39'07"	118.65'	N09°13'21"W	118.65'
C60	4150.00'	0°46'30"	56.23'	N102°56'12"W	56.23'
C61	4150.00'	0°46'22"	56.07'	N112°43'3"W	56.07'
C62	4150.00'	0°46'20"	55.93'	N115°09'06"W	55.93'
C63	4150.00'	0°46'13"	55.80'	N124°52'3"W	55.80'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C4	4150.00'	107°38'39"	60.38'	N88°15'26"W	60.29'
C5	300.00'	31°49'12"	152.72'	S83°28'11"W	150.77'
C6	300.00'	0°46'08"	3.61'	N80°59'47"W	3.61'
C7	300.00'	28°41'10"	135.52'	S84°20'25"W	134.16'
C8	300.00'	2°49'52"	13.37'	N85°59'32"W	13.37'
C9	300.00'	13°39'37"	113.37'	S83°28'11"W	111.37'
C10	300.00'	10°48'58"	61.32'	N02°27'21"W	61.32'
C11	300.00'	12°49'42"	72.77'	N09°27'48"E	72.61'
C12	300.00'	11°07'17"	63.08'	N21°26'19"E	62.98'
C13	300.00'	0°59'51"	5.66'	N27°29'57"E	5.66'
C14	300.00'	7°05'03"	34.00'	N24°27'17"E	33.98'
C15	300.00'	10°13'59"	44.31'	N48°50'14"W	38.73'
C16	300.00'	90°00'00"	39.27'	S67°29'25"E	35.36'
C17	300.00'	80°00'00"	39.27'	S22°33'35"W	35.36'
C18	300.00'	80°00'00"	39.27'	S67°29'25"E	35.36'
C19	300.00'	31°49'12"	152.72'	S83°28'11"W	150.77'
C20	300.00'	0°46'30"	56.23'	N102°56'12"W	56.23'
C21	300.00'	0°46'22"	56.07'	N112°43'3"W	56.07'
C22	300.00'	0°46'20"	55.93'	N115°09'06"W	55.93'
C23	300.00'	0°46'13"	55.80'	N124°52'3"W	55.80'

JOHNSTON'S
SURVEYING
800 Cross Florida Parkway
Fort Lauderdale, Florida 33309
Tel: (407) 847-2179 Fax: (407) 847-6140
L.B. #866





ARCHER'S MILL PHASE 1

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



Curve	Radius	Curve Data			CORD Length
		Delta	Chord	Angle	
C1	300.00	3.1492°	166.81	S02°29'11" W	166.48
C2	300.00	5.0222°	268.37	N02°43'31" E	268.55
C3	300.00	3.1416°	166.37	N05°00'03" W	164.15
C4	325.00	8.9912°	391.21	N02°27'56" E	391.31
C5	325.00	5.0222°	265.74	N02°39'33" E	276.63
C6	325.00	3.4823°	216.59	N02°05'56" E	216.89
C7	325.00	3.4823°	216.59	N02°05'56" E	216.89
C8	325.00	10.9438°	481.23	N02°22'14" E	481.23
C9	325.00	12.9424°	72.77	N02°27'42" E	72.61
C10	325.00	10.9139°	44.31	N04°09'11" E	38.75
C11	325.00	10.1322°	44.31	N04°13'51" E	38.75
C12	348.75	20.7100°	97.50	N01°16'11" W	96.63
C13	348.75	9.0334°	39.50	N07°24'53" W	39.37
C14	348.75	9.0334°	39.50	N07°24'53" W	39.37
C15	348.75	9.0334°	39.50	N07°24'53" W	39.37
C16	325.00	9.9599°	56.72	S01°25'14" W	56.65
C17	325.00	10.2839°	60.38	N01°16'25" W	60.29
C18	325.00	21.8163°	101.38	N01°46'40" W	101.31
C19	325.00	3.1491°	152.72	N01°46'40" W	150.77
C20	325.00	0.4500°	3.61	N00°03'41" W	3.61

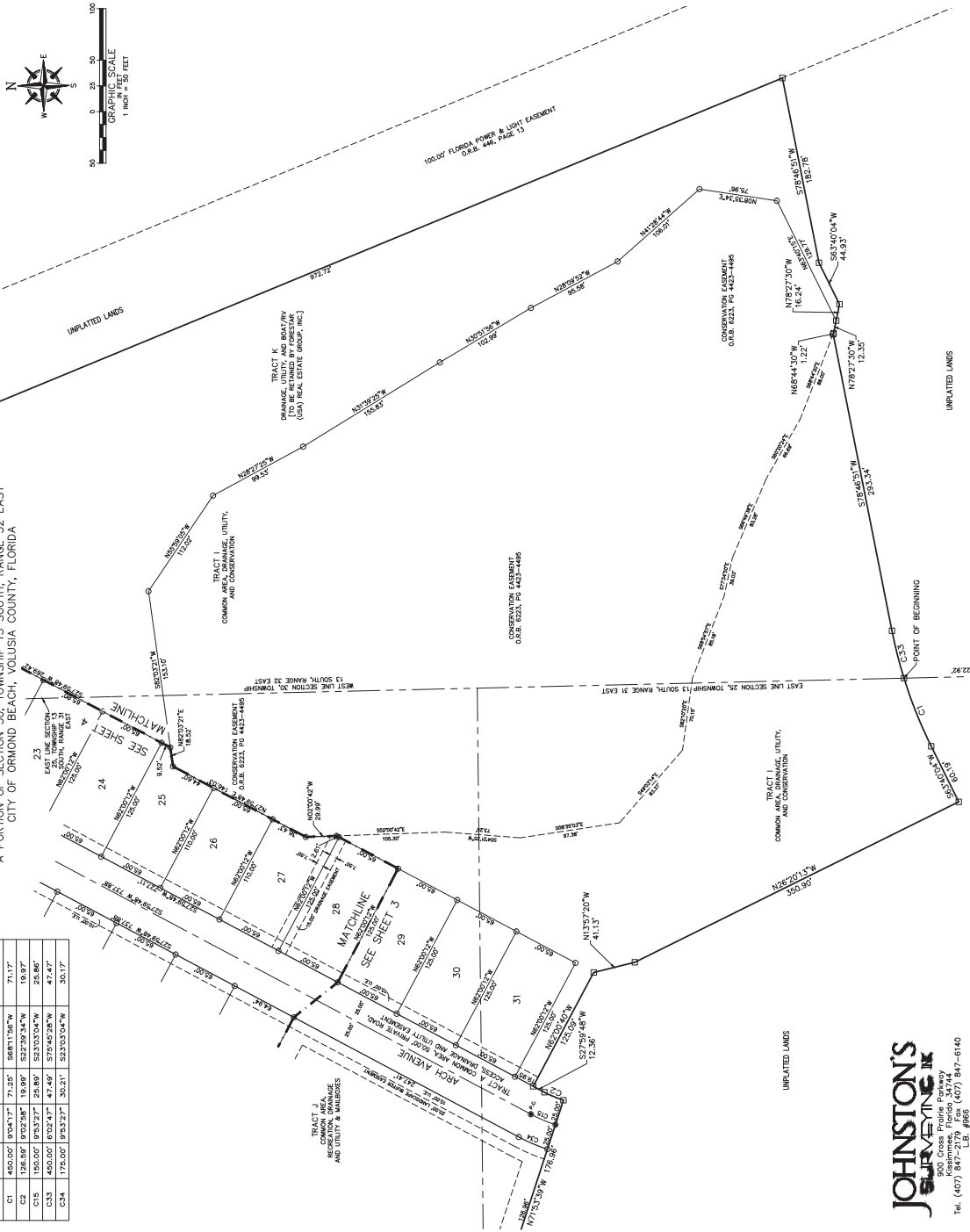
**JOHNSTON'S
SURVEYING IN**

Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

MAP BOOK:___ PAGE:___

SHEET 7 OF 7

CURVE TABLE				
	RADIUS	DELTA	CHD. BEARING	CHORD LENGTH
C1	430.00'	9°04'17"	71.25'	566'11.56"W
C2	126.95'	9°02'58"	19.99'	522'39.34"W
C15	150.00'	9°53'27"	25.89'	523°03'04"W
C15	150.00'	9°53'27"	25.89'	25.86'
C33	450.00'	6°02'45"	47.49'	575°45'28"W
C34	175.00'	9°53'27"	30.21'	523°03'04"W
C34	175.00'	9°53'27"	30.21'	30.17'



JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

ATTACHMENT 4

Ordinance 2022-16, Plantation Oaks PRD Amendment

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS”; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the “Applicant”) has submitted an application for the first amendment to the “Plantation Oaks” Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit “A” in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code*, following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (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;
- (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;
- (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, as proposed;
- (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, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as “Plantation Oaks” situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the “Property”).

SECTION TWO. The Applicant’s request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant’s request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th
day of June, 2022.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
 Application No. 2021-101
 Project Name: Plantation Oaks first amendment
 Property Location: Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
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;
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;

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, as amended;

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, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

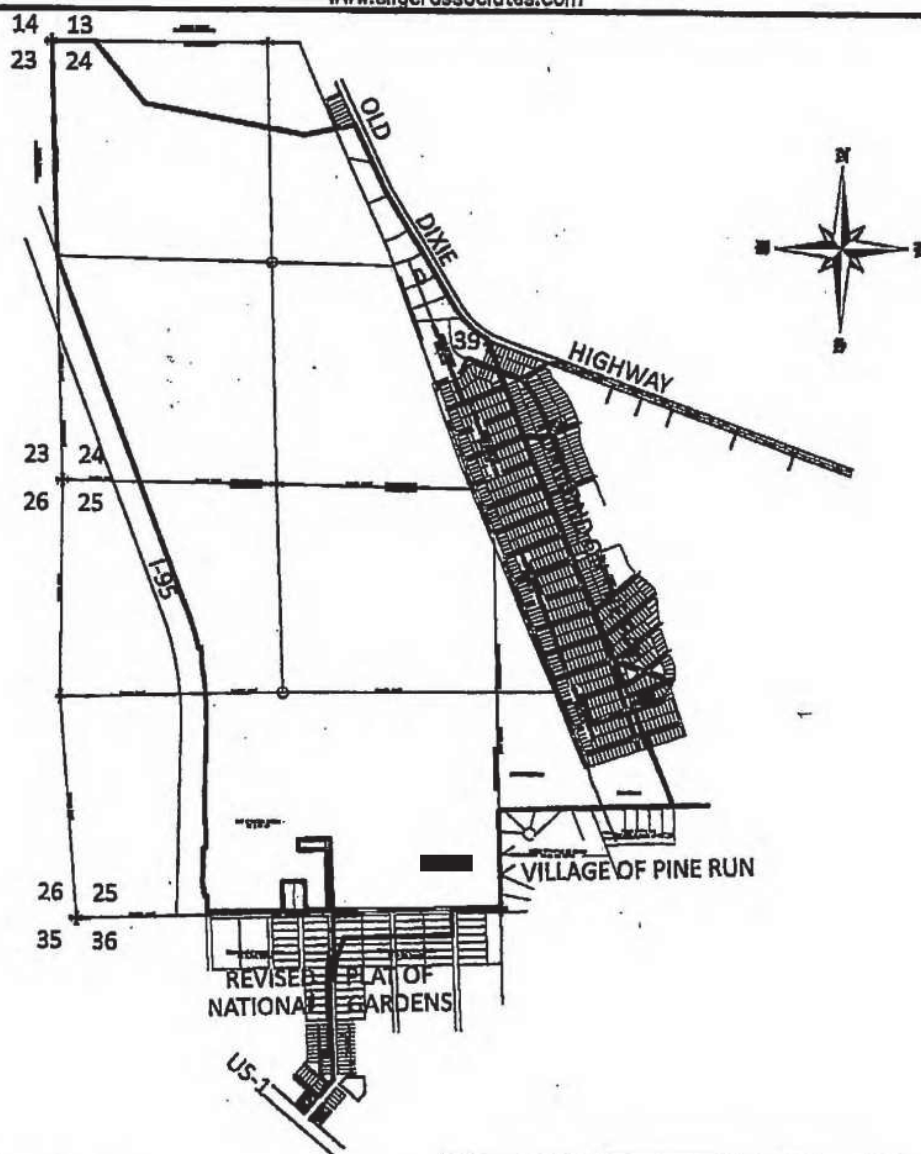
Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

 3921 NOVA ROAD
 PORT ORANGE, FL 32127
 (386) 781-5385

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 www.sligerassociates.com

 SKETCH OF DESCRIPTION ONLY
 THIS IS NOT A BOUNDARY SURVEY

 FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
 AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4
LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT "A"

Page 2 of 15



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.84 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.28 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N [REDACTED] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 811.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL 32127

(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 80.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [REDACTED], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 118.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.58 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°48'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

EXHIBIT "A"
Page 4 of 15**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL 32127
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www.sligerassociates.com**SURVEYORS NOTES**

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"

Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

Page 6 of 15

EXHIBIT "A"

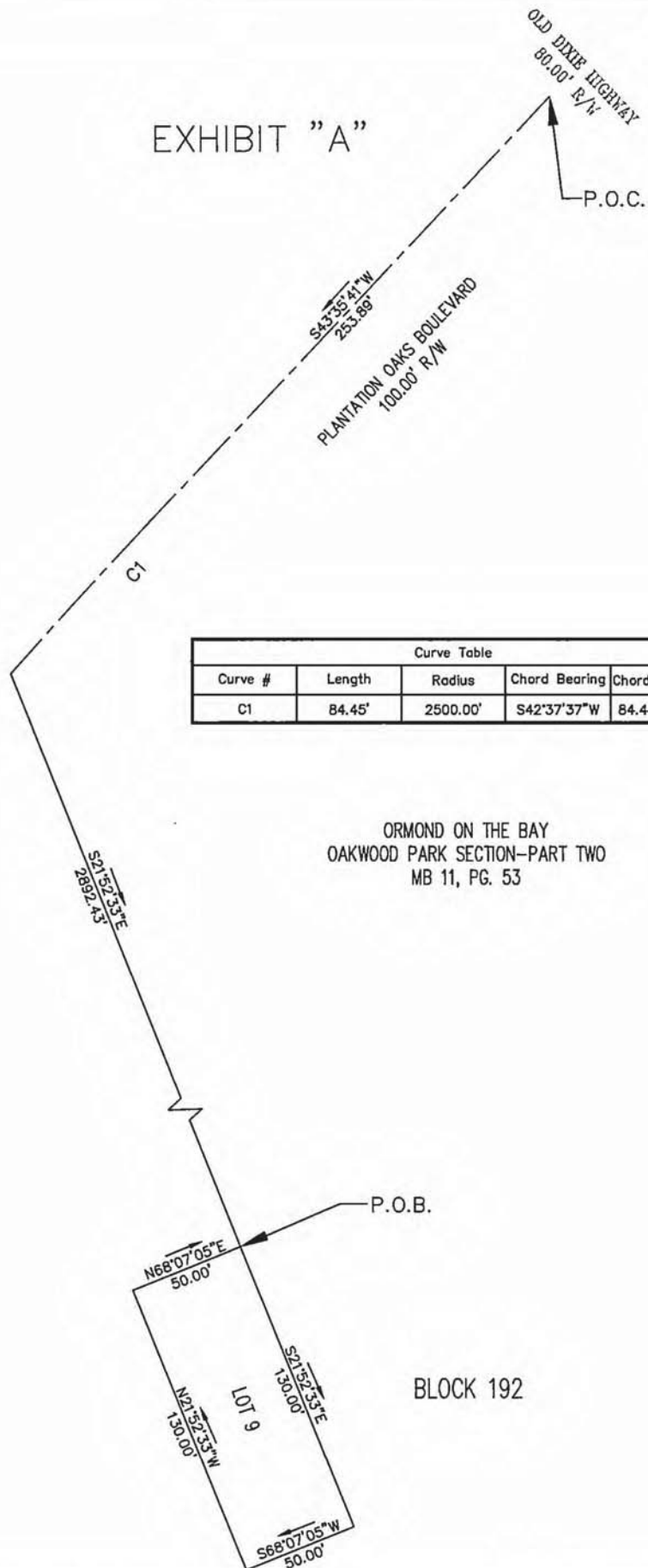


EXHIBIT "A"**Page 7 of 15**

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

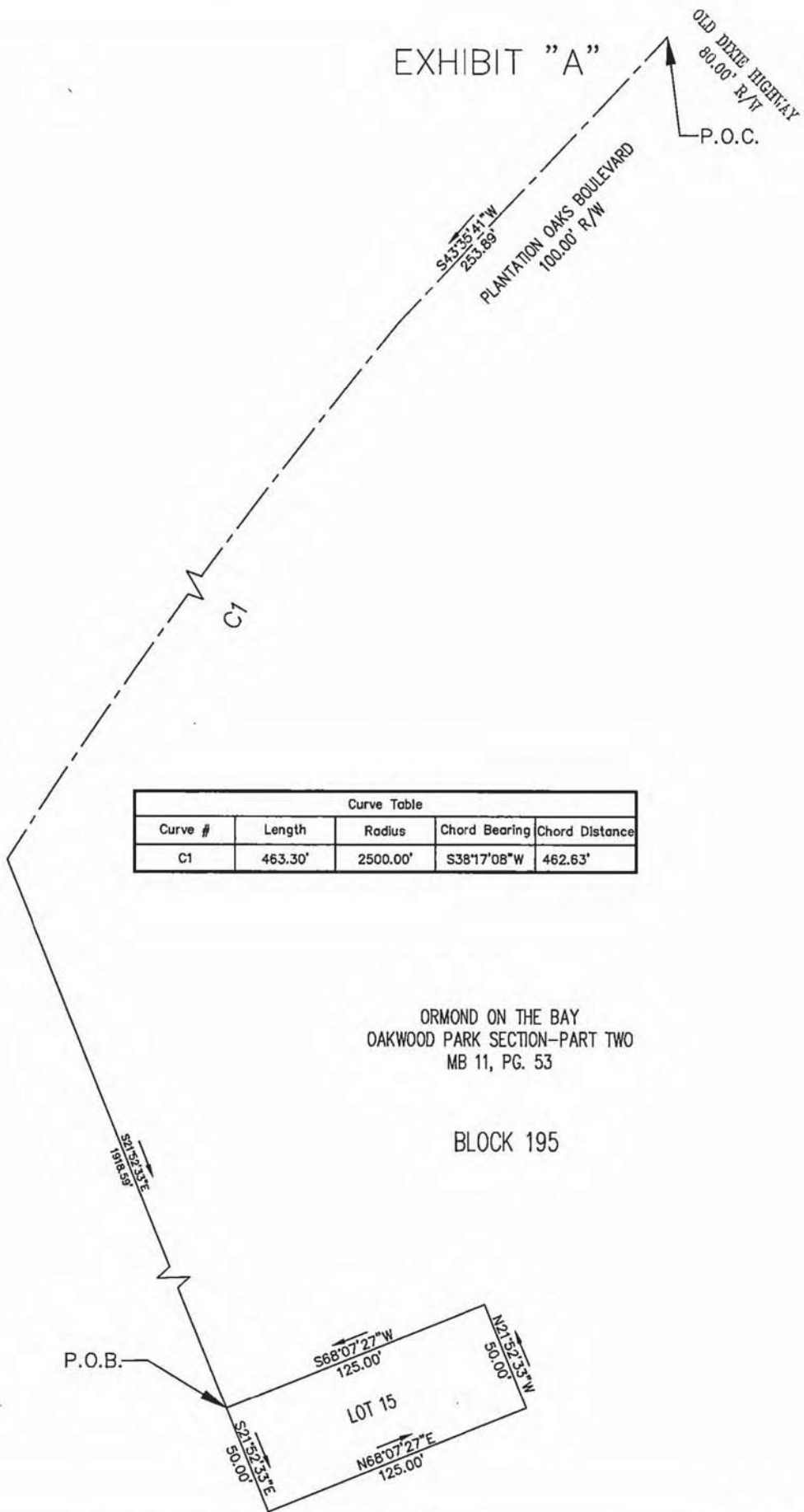
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08\"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195



EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

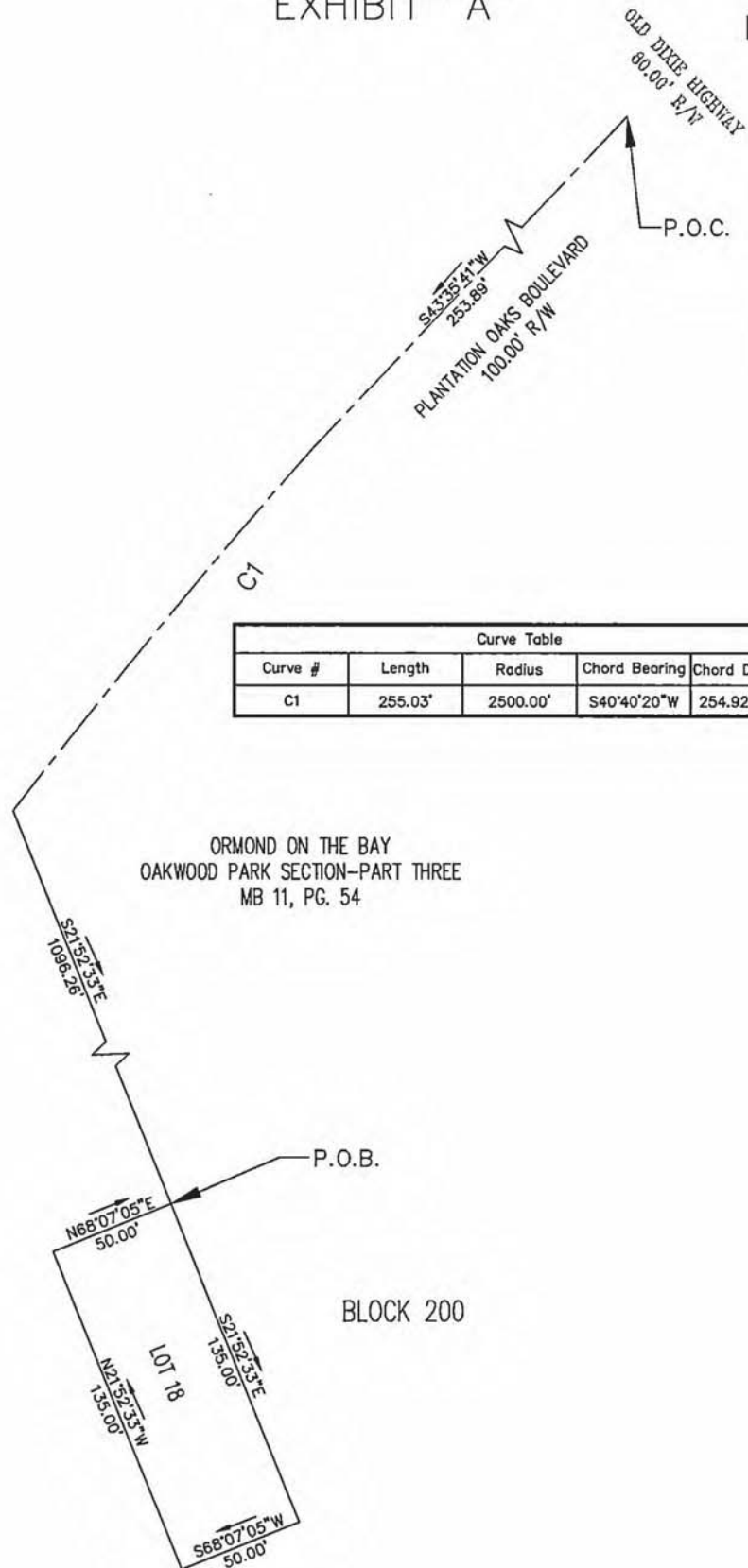
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

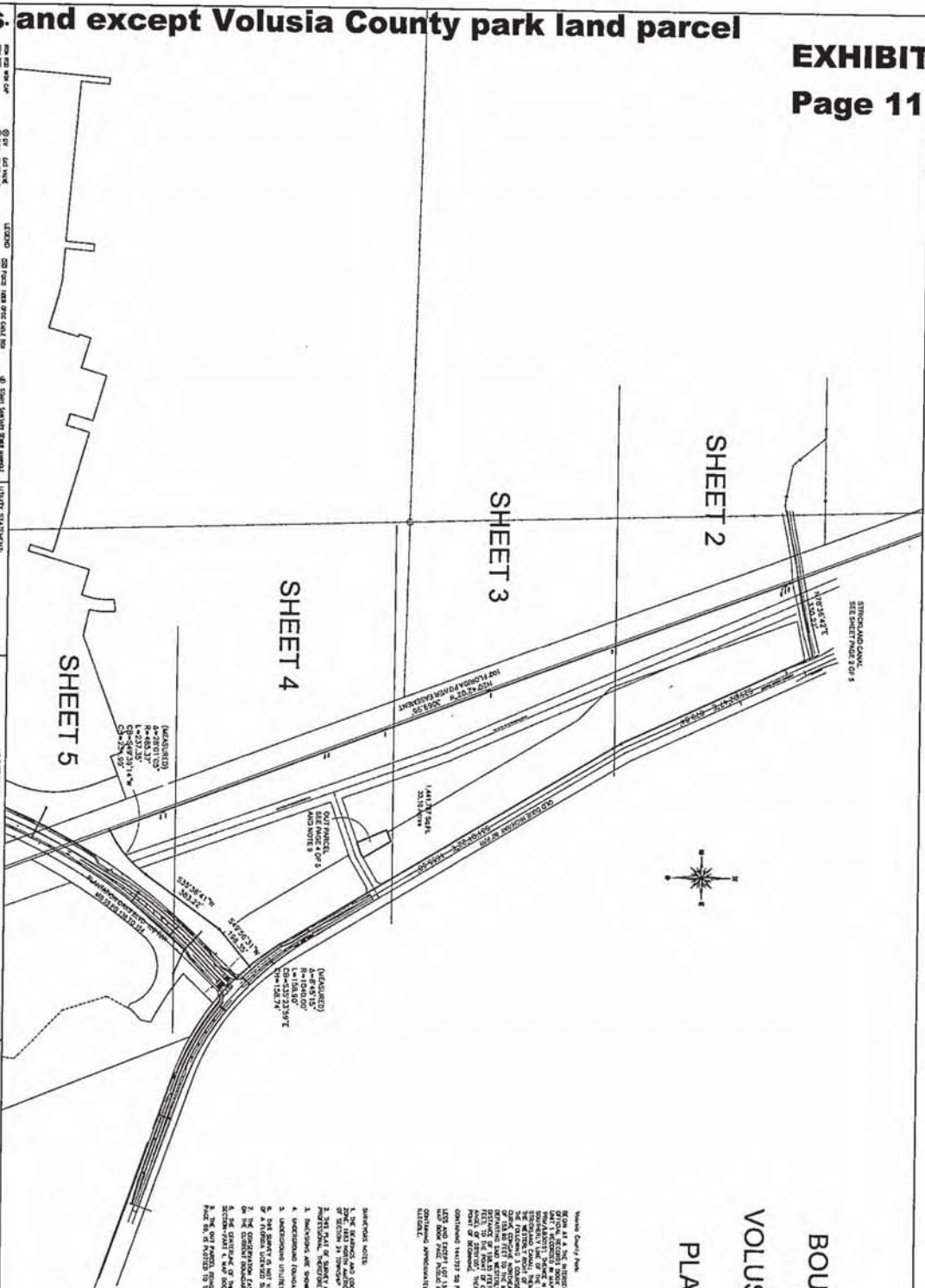
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

[illegible][illegible][illegible]

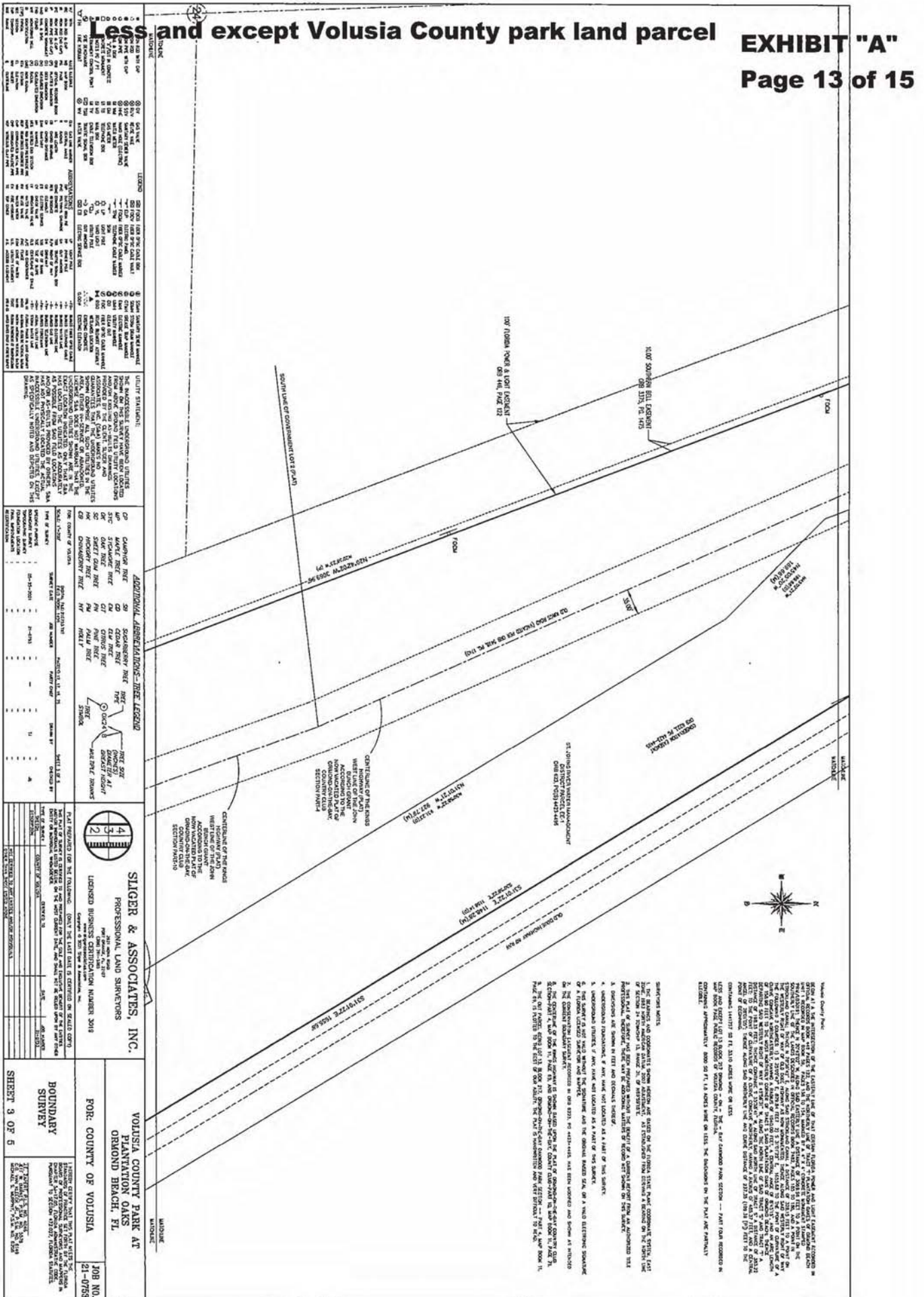


EXHIBIT "A"
Page 15 of 15

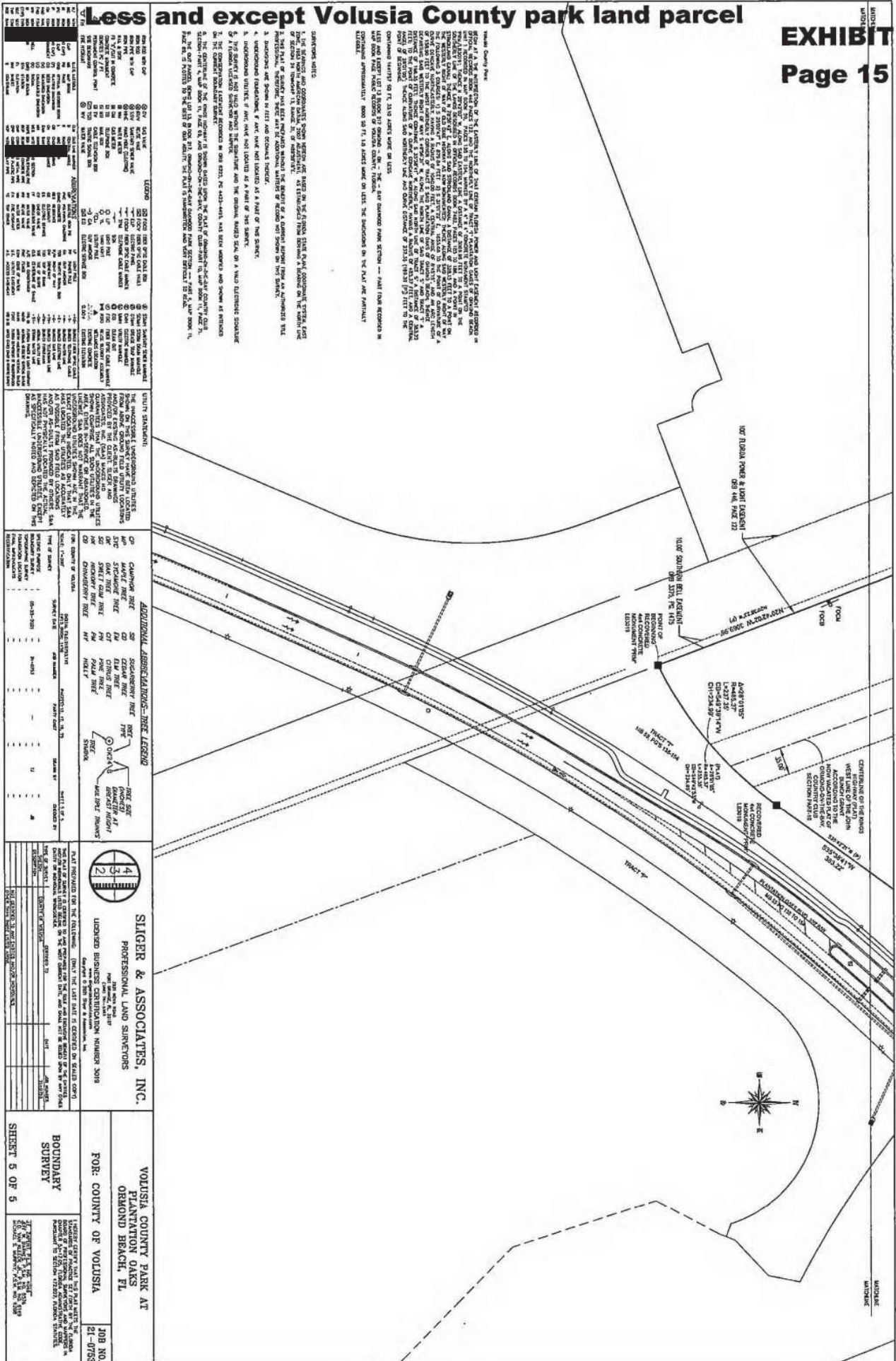
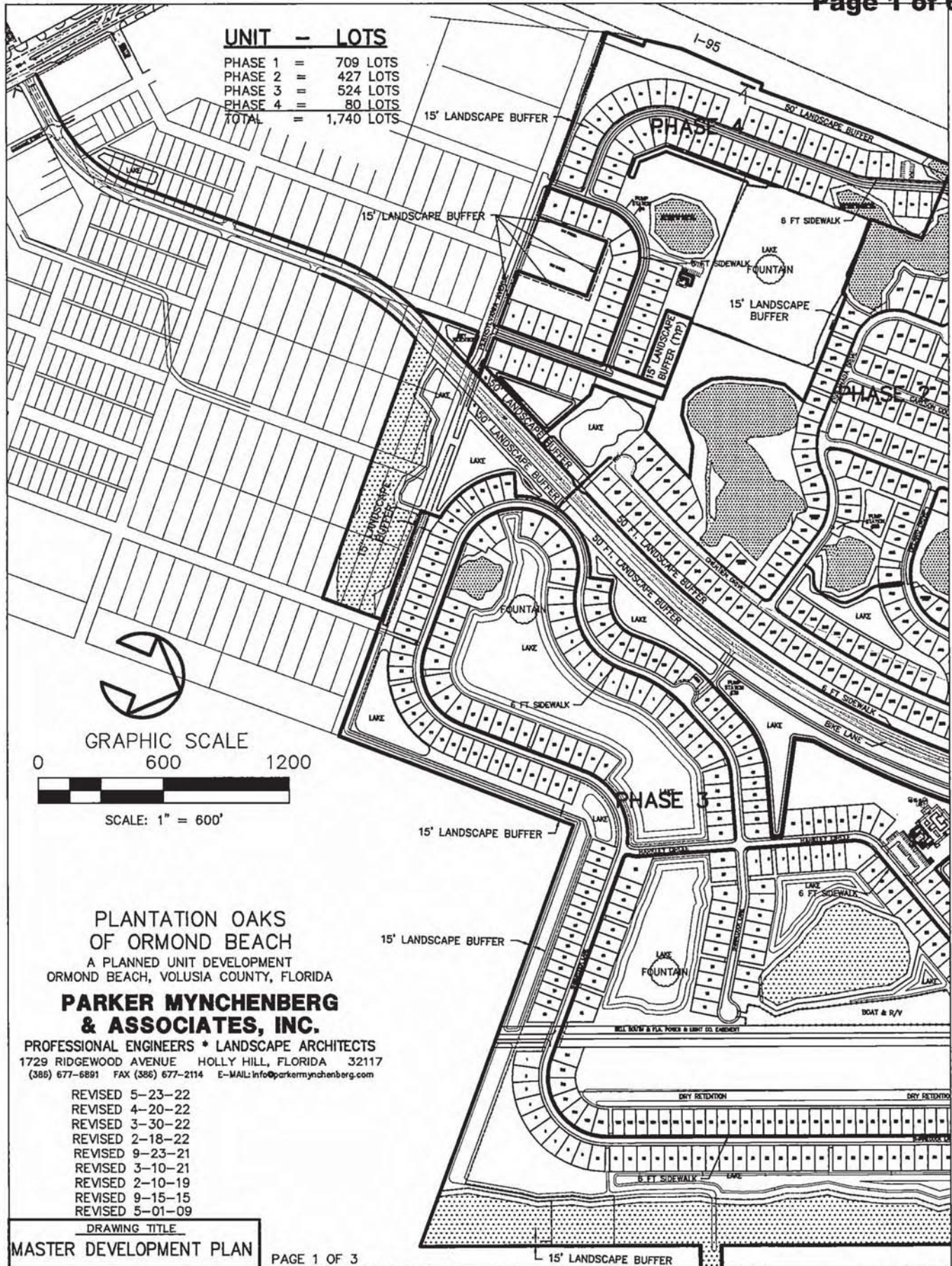


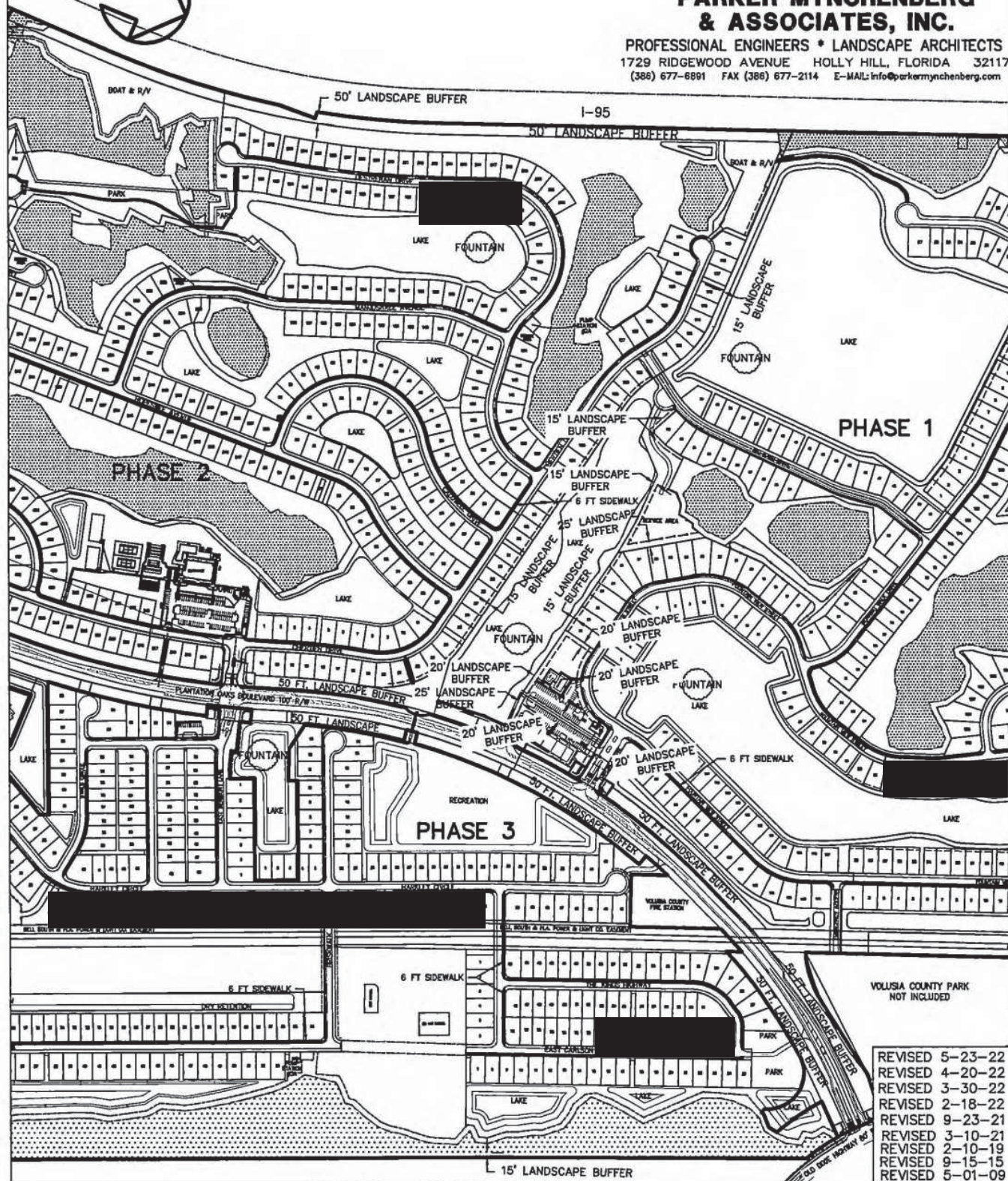
EXHIBIT "B"**Page 1 of 6**

0 600 1200

SCALE: 1" = 600'



PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

EXHIBIT "B"**Page 3 of 6**

GRAPHIC SCALE

0 600 1200



SCALE: 1" = 600'

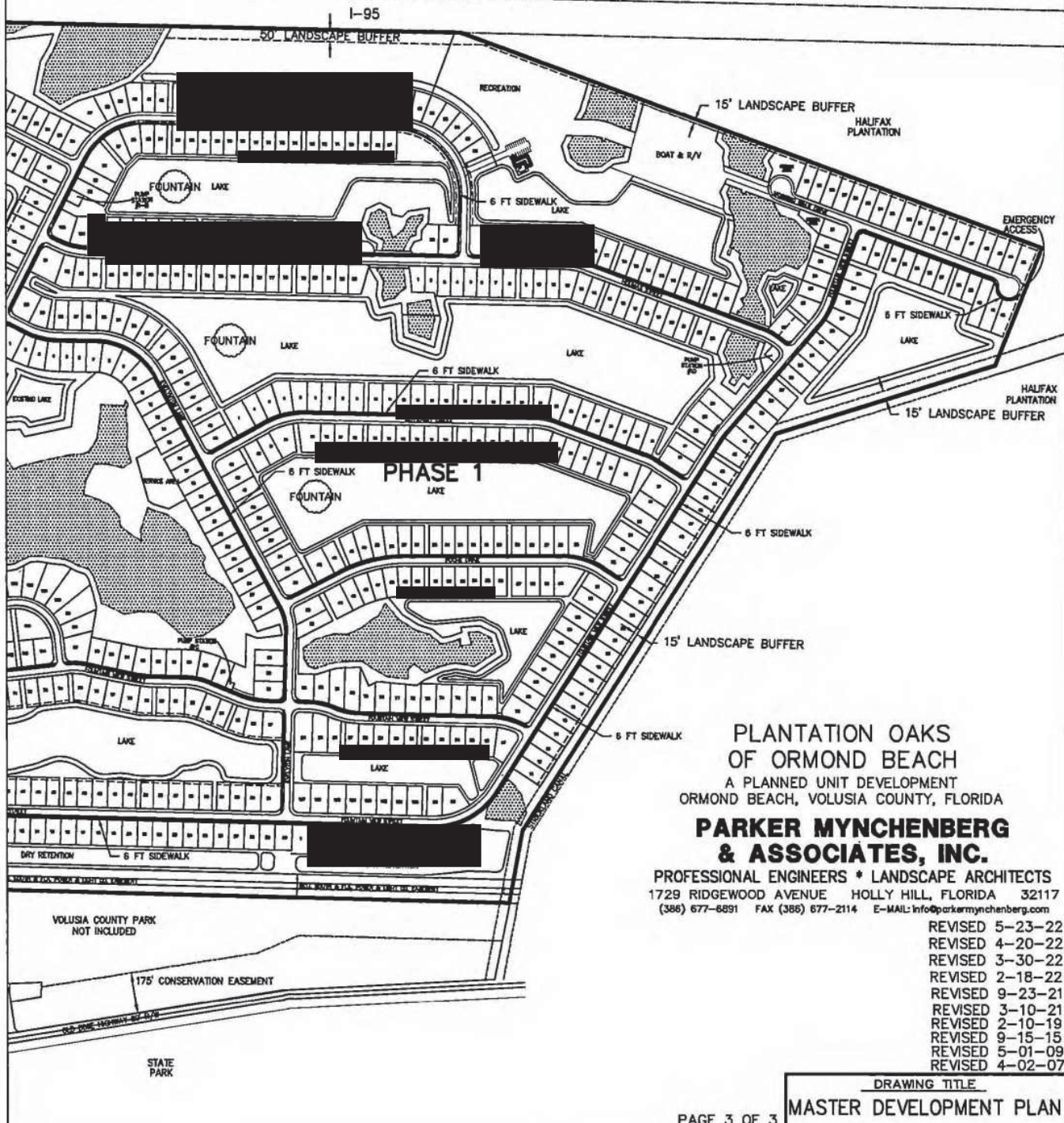
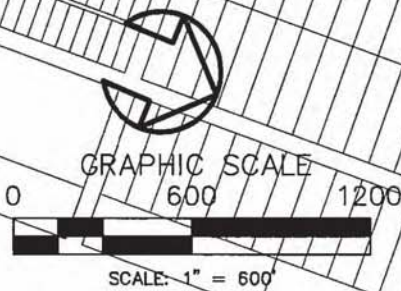


EXHIBIT "B"
Page 4 of 6

UNIT - LOTS	
PHASE 1	= 709 LOTS
PHASE 2	= 427 LOTS
PHASE 3	= 524 LOTS
PHASE 4	= 80 LOTS
TOTAL	= 1,740 LOTS



- INDEX**
- SF SINGLE FAMILY
 - OS OPEN SPACE
 - C CONSERVATION
 - R RECREATION
 - NC NEIGHBORHOOD COMMERCIAL
 - US UTILITY SERVICE

**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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- REVISED 5-24-21
- REVISED 3-10-21
- REVISED 2-10-19
- REVISED 9-15-15
- REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

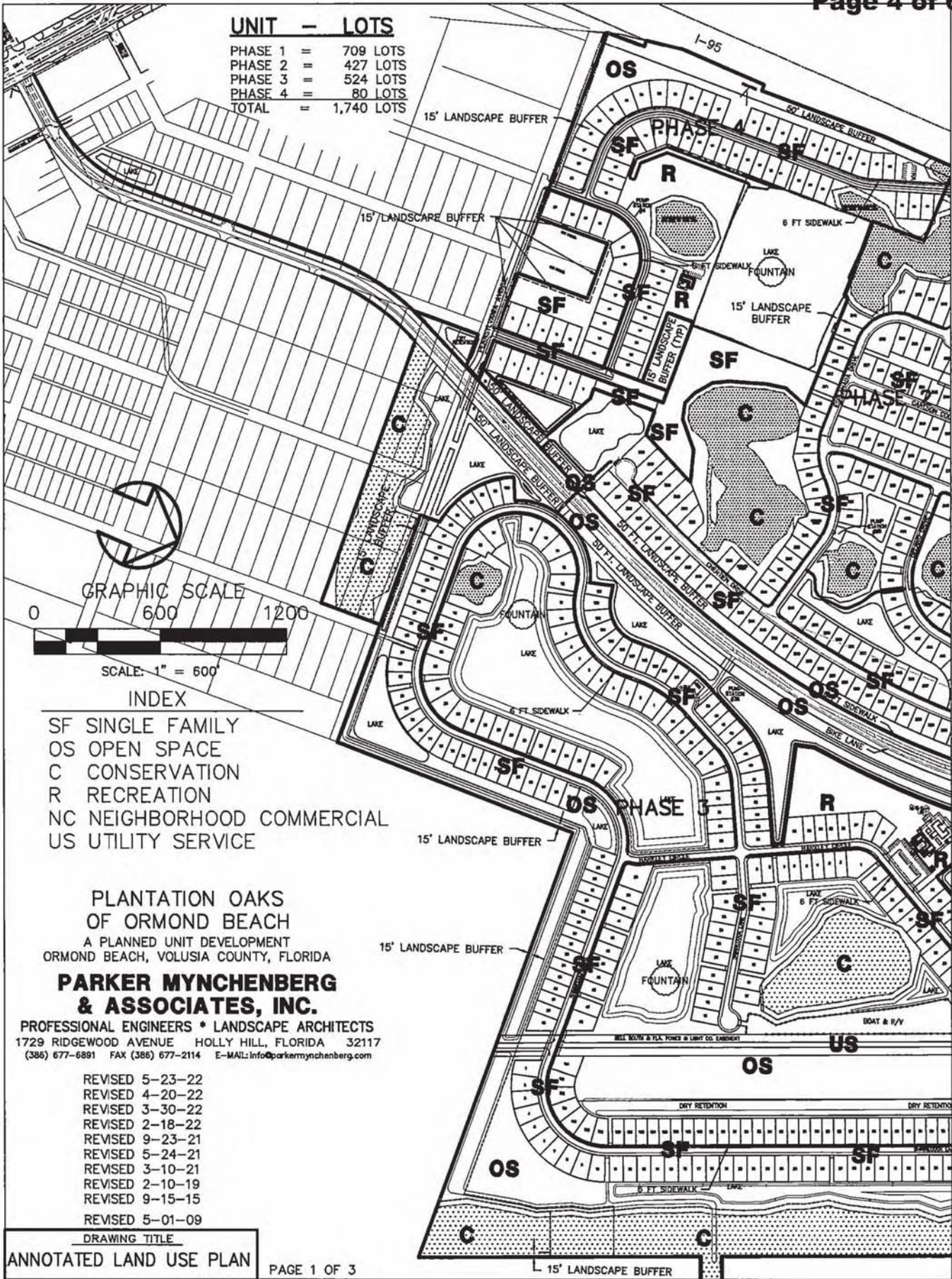
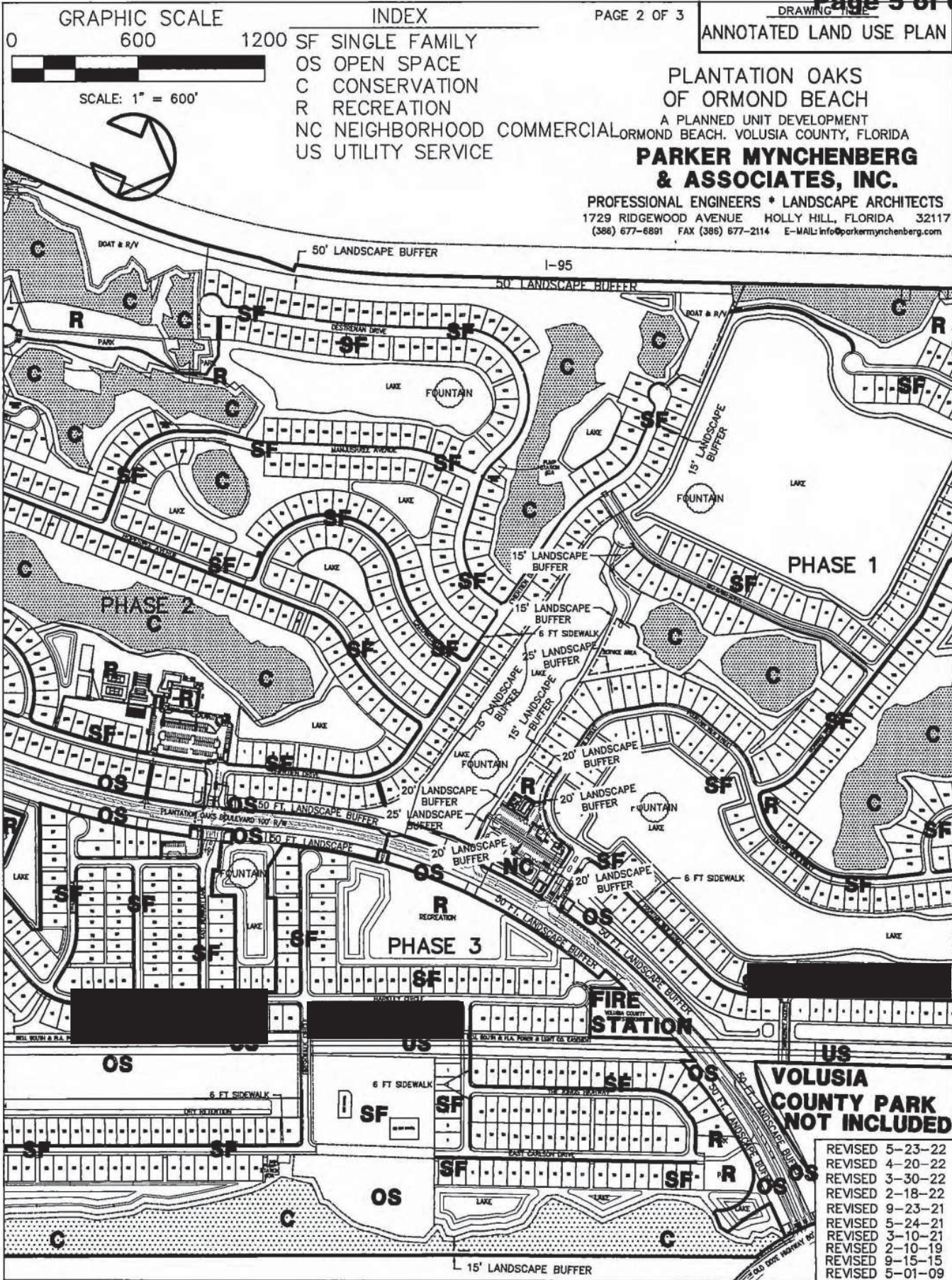
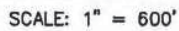


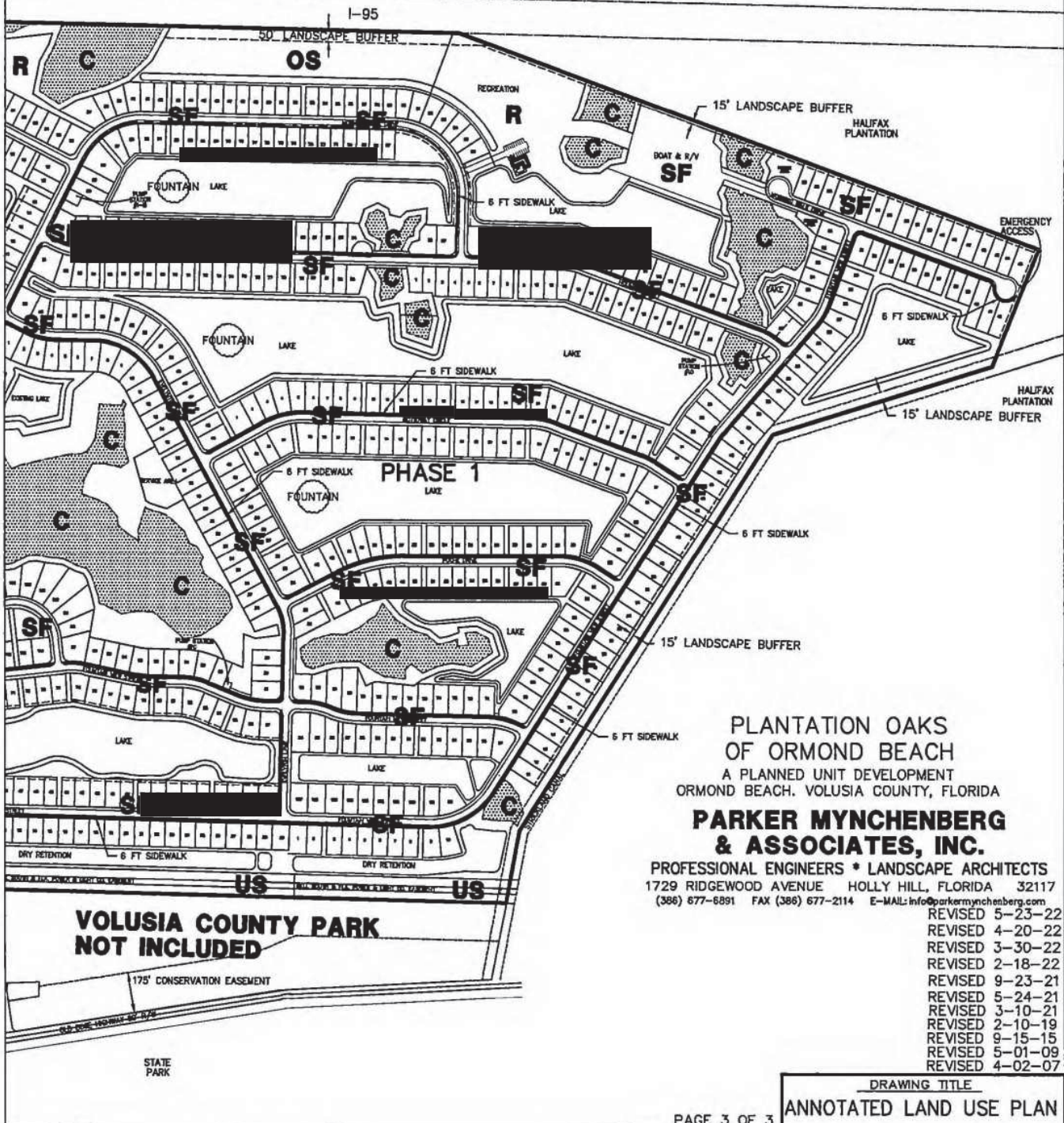
EXHIBIT "B"

Page 5 of 6





SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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& ASSOCIATES, INC.**

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REVISÉ 5-23-22
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REVISÉ 5-24-21
REVISÉ 3-10-21
REVISÉ 2-10-19
REVISÉ 9-15-15
REVISÉ 5-01-09
REVISÉ 4-02-07

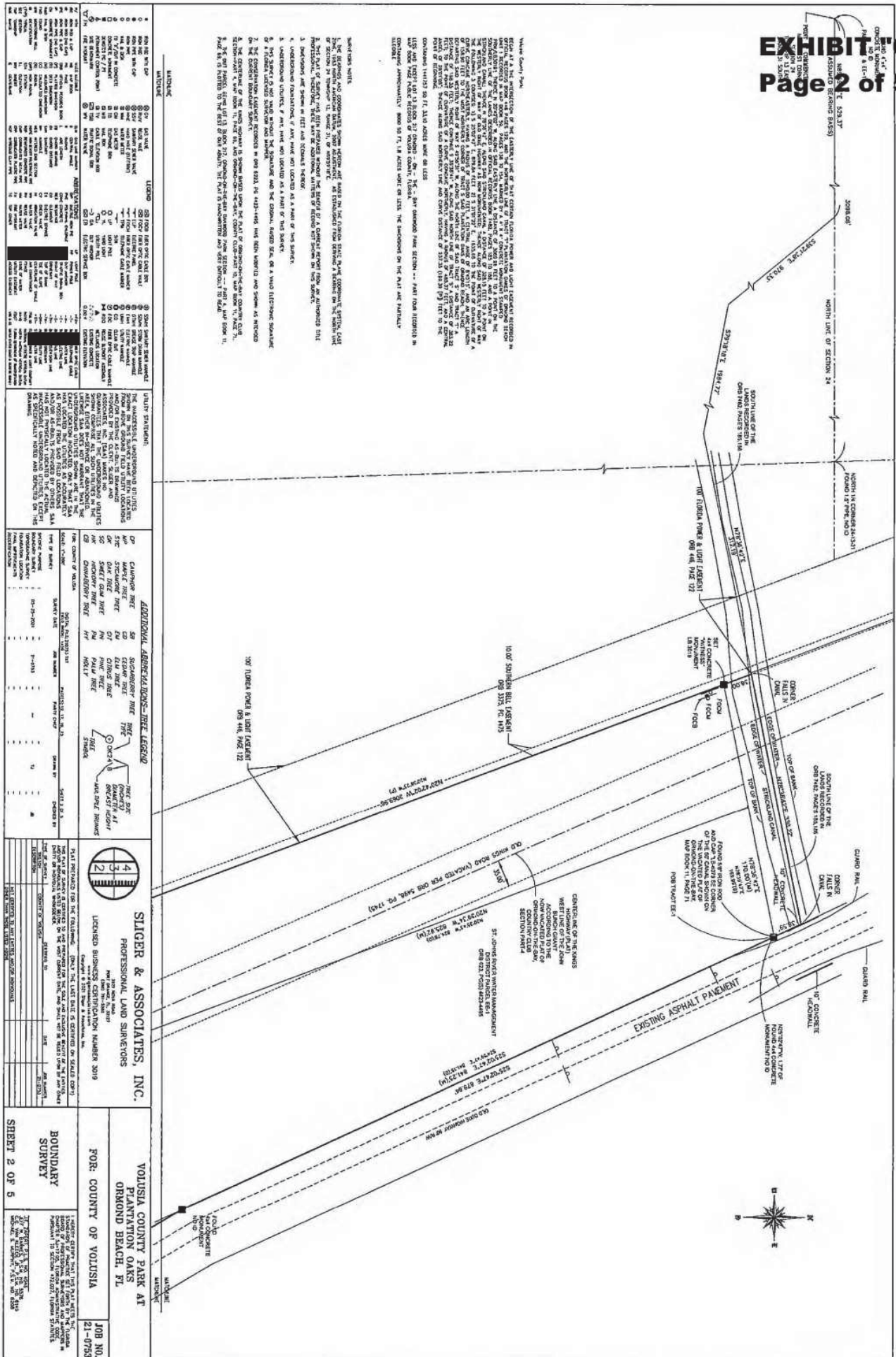
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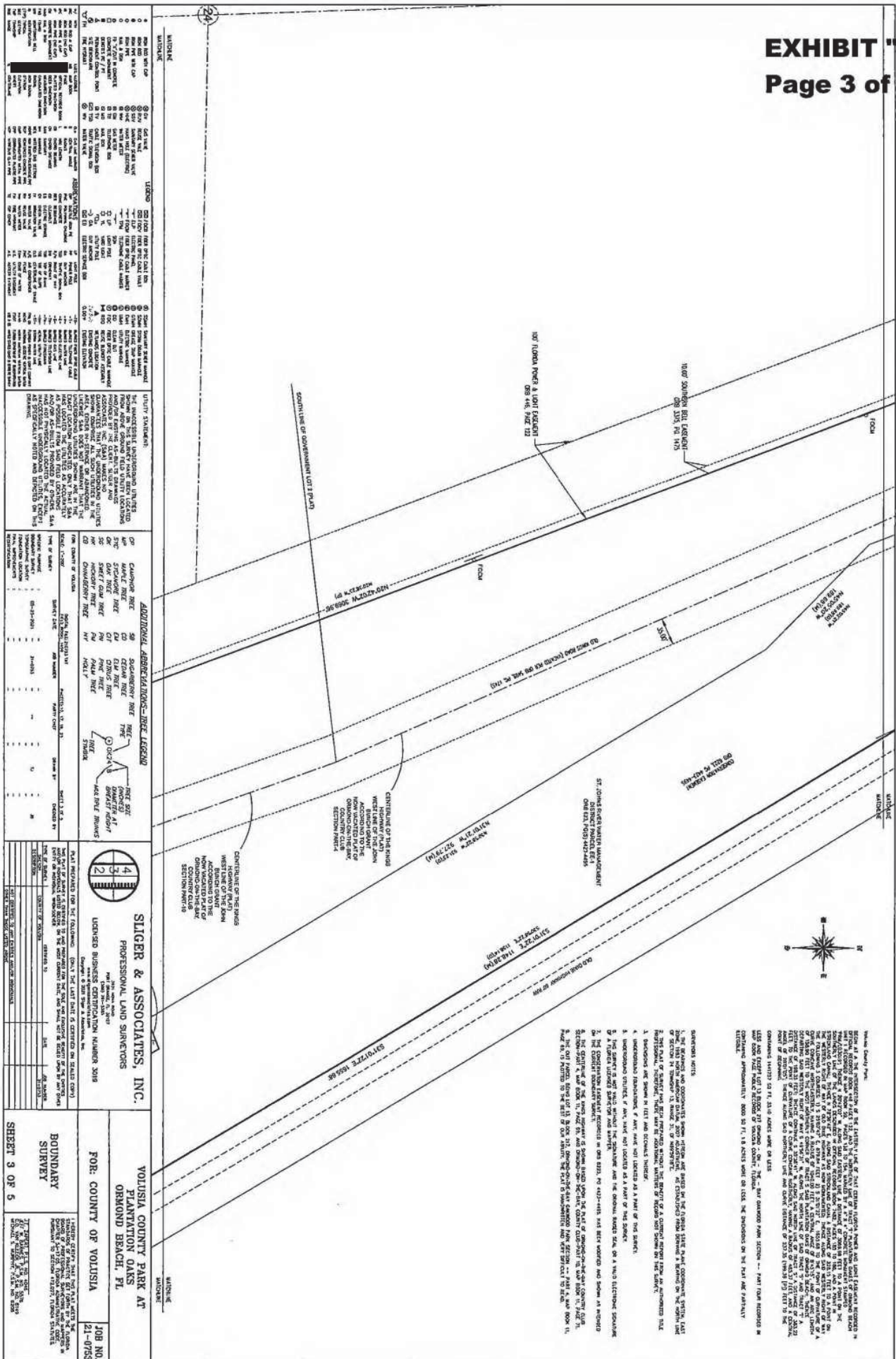
ANNOTATED LAND USE PLAN

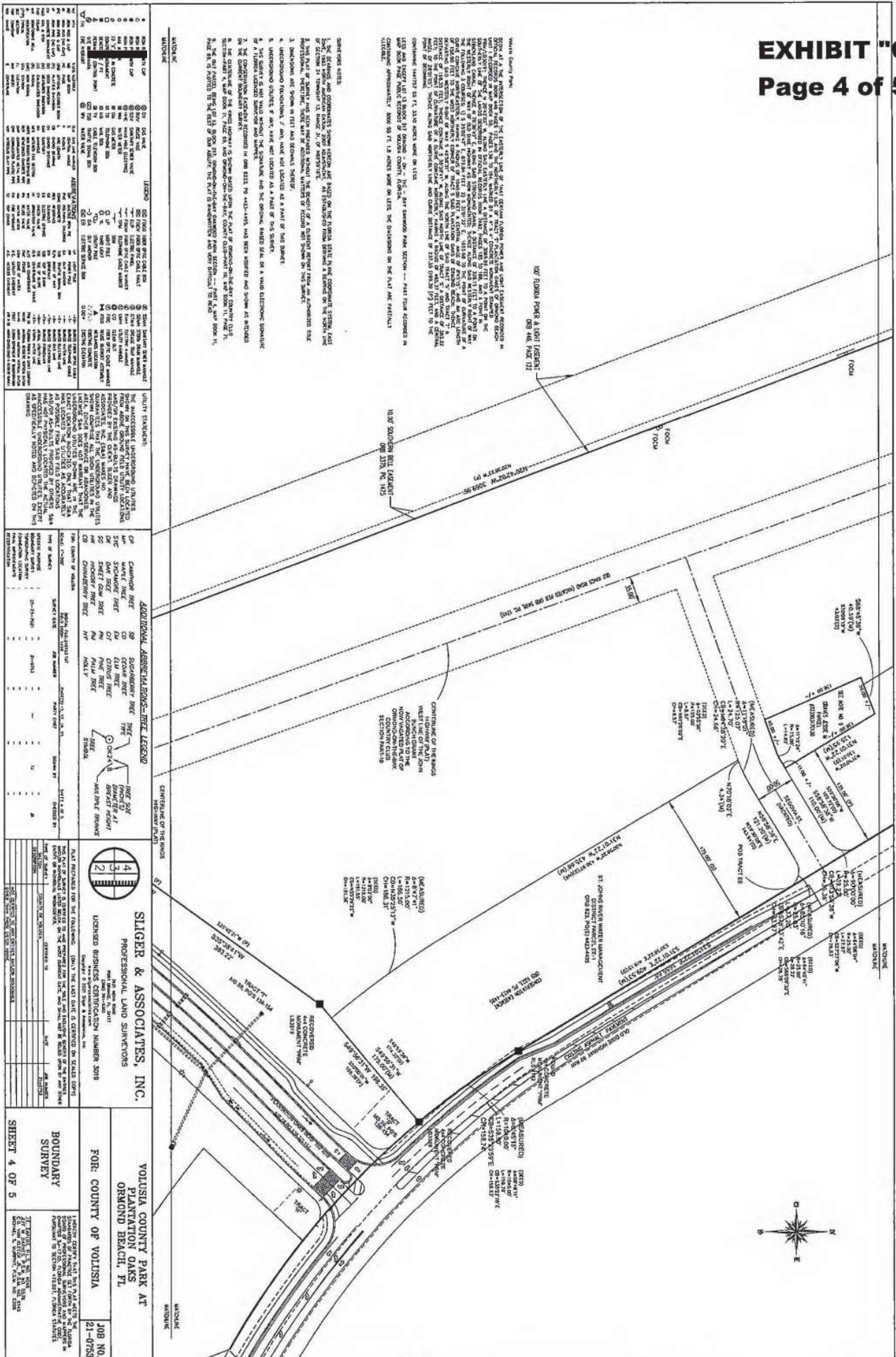
PAGE 3 OF 3

SHEET 5 OF 34

Page 649 of 702







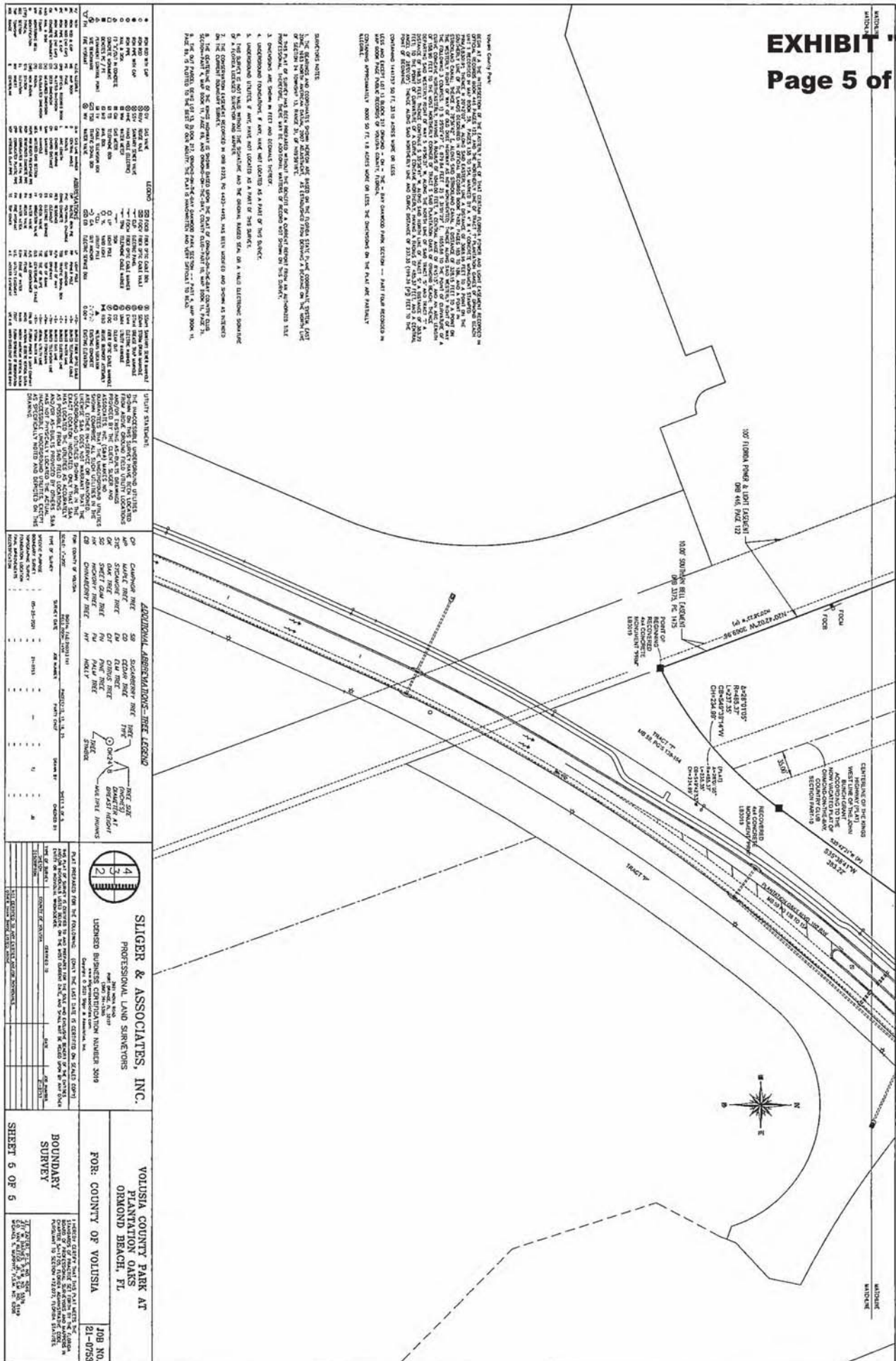


EXHIBIT "D"**Page 1 of 3**

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

DRAFT

**Planning Board minutes
from
August 10, 2023**

ITEM:

FP 2023-047

Archer's Mill Phase 1
Final Plat

Mr. Scudiero stated that he has yet to see a letter from the school district that did not say that they can accommodate in Volusia County and recently noticed in this Board that there have been multiple times where it states at the bottom that even though it is over 100 percent that they are going to be rezoning the school map, alleviating what looks like overcrowding at 105 to 107 percent.

Mr. Mynchenberg commented that he worked on a project at Spirit Elementary in Deltona approximately four years ago and how the school had a decline in the number of students. It is up to the school board.

Mr. Galloway remarked that a reason that they keep it at 115 percent is because the school district is at an all-time-high of home-schooling. He continued that a private school is being built on Granada Boulevard and two to three others private schools have major enrollments and are growing. When it is said that it is at-capacity, the 115 percent it is due to not being able to use the number of children in your community because they are not all enrolled in public school and some are being home-schooled. Mr. Galloway commented that this developer has paid their dues many years ago on this project.

Attorney Hayes refocused the meeting from the discussion on topics at hand. The purpose of the item is to determine if the preliminary plat is consistent with the zoning and the development order that was approved.

Ms. Shull asked about the setback from Interstate 95. Mr. Mynchenberg replied 60' and it is in place now. He reviewed the landscaping requirements and added that they leave a natural heavily-wooded buffer. The city can still direct them to plant additional material in any gaps as well.

Mr. du Moulin asked if there will be drainage problems. Mr. Mynchenberg answered that Plantation Oaks is in Zone X, outside of the 100-year floodplain, and does not have flooding problems.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Vice Chair Shull opened it up to the Board for a motion.

Mr. Galloway motioned to approve PP 2023-042, Bradford Lakes, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. FP 2023-047, Archer's Mill Phase 1, Final Plat

Mr. Steven Spraker, Planning Director, stated that FP 2023-047 is a request from Forestar USA Real Estate Group, Inc., for a final plat for a 94-lot single-family subdivision on approximately 42.38 acres. The Archer's Mill Phase 1 subdivision is part of Phase 3 of the Plantation Oaks Planned Residential Development (PRD), located on the east side of Plantation Oaks Boulevard.

Mr. Spraker stated that the final plat is the last step of the process and construction is ongoing today and is at approximately 50 percent complete. He added that there is a RV and boat parking area, clubhouse and amenities as part of the project. This will go on to City Commission for two readings. Mr. Spraker concluded that staff recommends approval.

Vice Chair Shull opened it up to the Board for questions.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Vice Chair Shull opened it up to the Board for a motion.

Mr. Scudiero motioned to approve FP 2023-047, Archer's Mill Phase 1, Final Plat. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

C. PP 2023-059, Archer's Mill Phase 4, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that 2023-059 is a request from Forestar USA Real Estate Group, Inc., for a preliminary plat for the Archer's Mill Phase 4 subdivision (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 111 single-family lots on 51.56 acres. The Archer's Mill Phase 4 subdivision is located on the east side of Plantation Oaks Boulevard. Mr. Spraker added that the streets are private, with portions abutting the Village of Pine Run along the south and east portion. There is a public access through Archer's Mill, Phase 3, and a public lift station in the development. Eventually it will come back before the Board with a final plat. Mr. Spraker concluded that staff recommends approval.

Audience Comments/Input

There were no individuals who spoke on this item.

Vice Chair Shull opened it up to the Board for questions.

Board Recommendation

Vice Chair Shull opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PP 2023-059, Archer's Mill Phase 4, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:9.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-164
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Notice of Intent - Partial Right-of-Way Vacation, Benton Street		
Summary:	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Benton Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.95 acres of the Benton Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-08-0010 and 3136-01-07-0010 & 3136-01-01-0021 and along Volusia County parcel identification numbers 3136-01-01-0021 and 3136-01-21-0050 as part of the Bradford Park subdivision. Benton Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Benton Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.88 acres internal to the Bradford Park subdivision and approximately 0.07 acres (a 5 foot portion) external to the subdivision. The key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. As part of the application, the applicant has secured letters of no objection to the partial Benton Street right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas		

	and AT&T. The SPRC reviewed the request and has no objection to the request. Section 17-8 of the City Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires the review of the SPRC (approved September 2, 2023), a Notice of Intent to vacate (October 4, 2023) and an Ordinance to vacate the right-of-way (October 17, 2023 and November 7, 2023).
Financial Impact:	There is no financial impact as the result of the right-of-way vacation.
Citizen Impact:	There is no direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Notice of Intent partial right-of-way vacation for the partial release of approximately 0.95 acres of the Benton Street right-of-way.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-164 NOI, Benton Street (P23-0171G) 2. Exhibit A, Benton Street 3. BradfordParkParcel_Sept2023 4. National Gardens MB 10 PG 252 5. No Objection Letters
Approval:	Kelly McGuire, Finance Director 9/15/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023

RESOLUTION NO. 2023-164

A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF BENTON STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010, 3136-01-07-0010 AND 3136-01-01-0021, AND ALONG VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-01-0021 AND 3136-01-21-0050; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. It is hereby declared to be the intention of the City Commission of the City of Ormond Beach, Florida, to consider the adoption of an Ordinance vacating a portion of Benton Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-08-0010, 3136-01-07-0010, and 3136-01-01-0021, and along Volusia County parcel identification numbers: 3136-01-01-0021 and 3136-01-21-0050, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. Notice of this Resolution and of the City Commission's intention to vacate the aforescribed portion of the aforementioned street shall be served by certified mail upon all persons whose property abuts on the portion of the Benton Street right-of-way which is being considered for vacation; and notice of this Resolution and of the City Commission's

intention to vacate the aforescribed portion of the aforescribed street shall be published once only in a daily newspaper of general circulation in the City of Ormond Beach, Florida, so as to give notice to all persons whose property abuts on the portion of the said street right-of-way which is being considered for vacation and who cannot be served with such notice by certified mail.

SECTION THREE. The City Commission will meet to consider the adoption of an Ordinance vacating the aforescribed portion of the Benton Street right-of-way and to hear any objections thereto at 7:00 P.M. on October 17, 2023 in the City Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and at 6:00 p.m. on November 7, 2023 at Calvary Christian Center, 1687 W Granada Blvd, Ormond Beach, Florida. **If any person decides to appeal any decision made by the City Commission at the said meeting with respect to this vacation, such person will need a record of the proceedings and, for such purpose, such person may need to ensure that a verbatim record (including the testimony and evidence upon which the appeal is based) of the proceedings is made.**

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 1 of 2

PROPOSED PLAT OF BRADFORD LAKES

NORTHERLY LINE, REVISED PLAT OF
NATIONAL GARDENS, MB10, PG(S)
250-253
AND NORTH LINE OF SECTION 36

PENNSYLVANIA AVE. 80.00' R/W (TRAIL ROAD)

N88°20'29"E

SOUTHERLY R/W 60.00'

NE CORNER
BLOCK 8

POINT OF BEGINNING
NW CORNER
BLOCK 7

BLOCK 8.

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 7

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 9

ROSEMARY STREET 60' RIGHT OF WAY (UNOPENED)

N02°08'46"W 636.44' EAST LINE OF BLOCK 8

BENTON STREET 60' RIGHT OF WAY (TO BE VACATED)

WEST LINE OF BLOCK 7

S02°08'46"E 1265.95'

HAMMOND STREET 60' RIGHT OF WAY
(UNOPENED)

SE CORNER
BLOCK 8

SW CORNER
BLOCK 7

SOUTHERLY LINE
OF BLOCK 9 & 10

SOUTHERLY LINE
OF BLOCK 8

55.00'
S87°55'58"W

NW CORNER
BLOCK 21

WESTERLY R/W
BENTON STREET 60' RIGHT OF WAY (UNOPENED)

N02°08'46"W 629.95'

EASTERLY 5' OF 60' R/W
LYING WESTERLY AND ADJACENT
TO BLOCK 21 (5' TO BE VACATED)

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 21

EASTERLY R/W

SW CORNER
BLOCK 21

SOUTHERLY LINE
OF BLOCK 21

5.00'
S87°46'41"W

INDIANA AVE. 60.00' R/W
(UNOPENED RIGHT OF WAY)

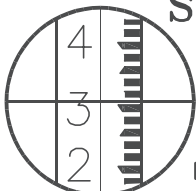
SOUTHERLY R/W

PROPOSED PLAT OF RIDGEHAVEN

PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154)

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 08/28/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊙	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF BENTON STREET, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 7 RUN S02°08'46"E ALONG THE EAST LINE OF BLOCKS 7 & 21 FOR A DISTANCE OF 1265.95 FEET TO THE SOUTHERLY LINE OF BLOCK 21; THENCE S87°46'41"W ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 21 FOR A DISTANCE OF 5.00 FEET; THENCE N02°08'46"W ALONG A LINE PARALLEL TO AND 5.00 FEET WEST OF BY PERPENDICULAR MEASUREMENT TO THE EASTERLY RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF BLOCK 21, FOR A DISTANCE OF 629.95 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 8; THENCE S87°55'58"W ALONG THE SAID EASTERLY EXTENSION FOR A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 8; THENCE N02°08'46"W FOR A DISTANCE OF 636.44 FEET TO THE NORTHEAST CORNER OF BLOCK 8 AND THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE N88°20'29"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPMENT
GROUP

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**JEFFREY W
BARNES**

Digitally signed by JEFFREY W
BARNES
Date: 2023.08.28 06:34:04 -04'00'

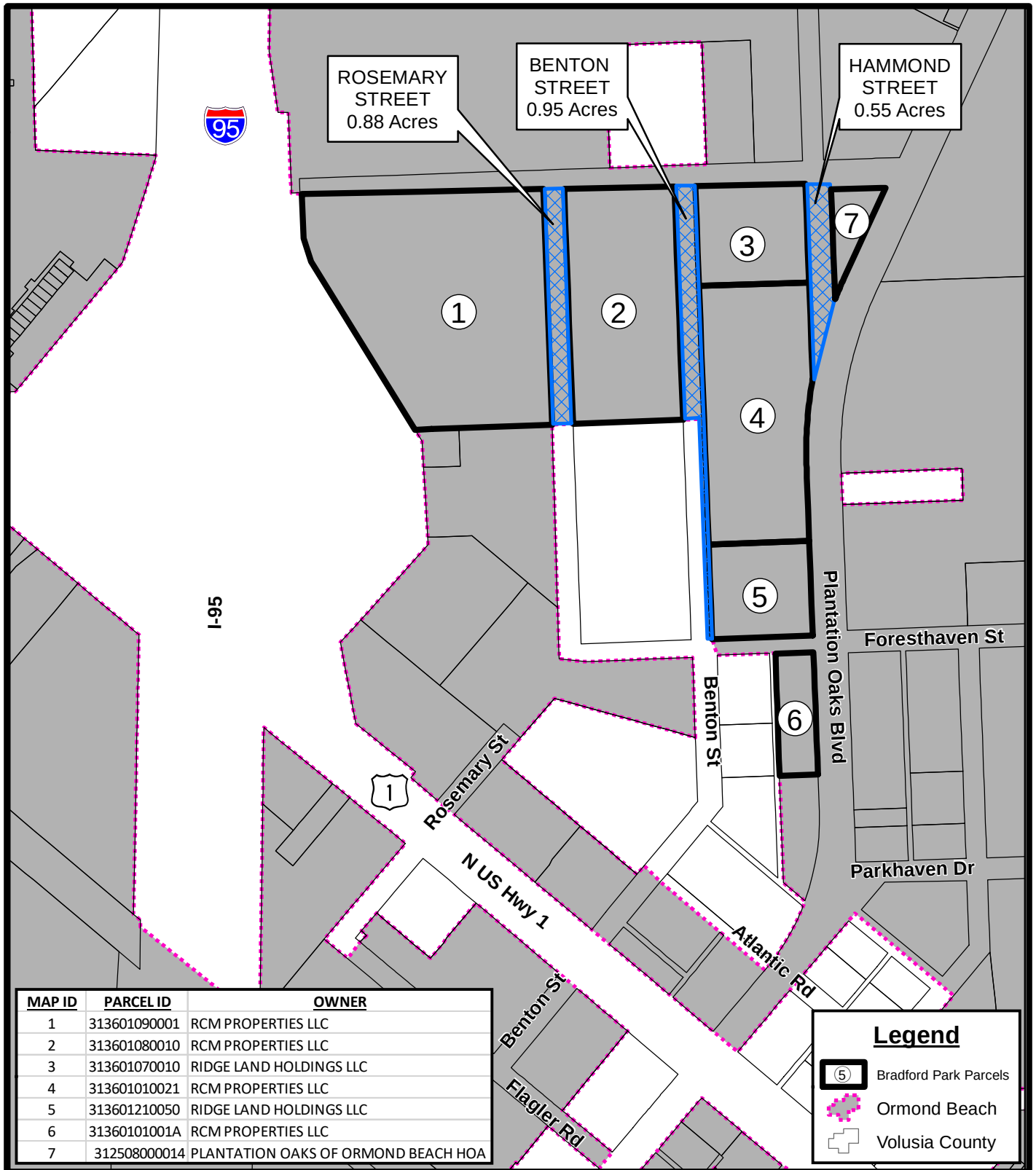
JEFF W. BARNES P.S.M. NO. 5576

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 08/28/2023

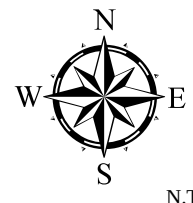
JOB NO. 23-0012

SHEET 2 OF 2



PARCEL MAP BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - September 5, 2023





SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26th 1926 P.R.M.

Scale: 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

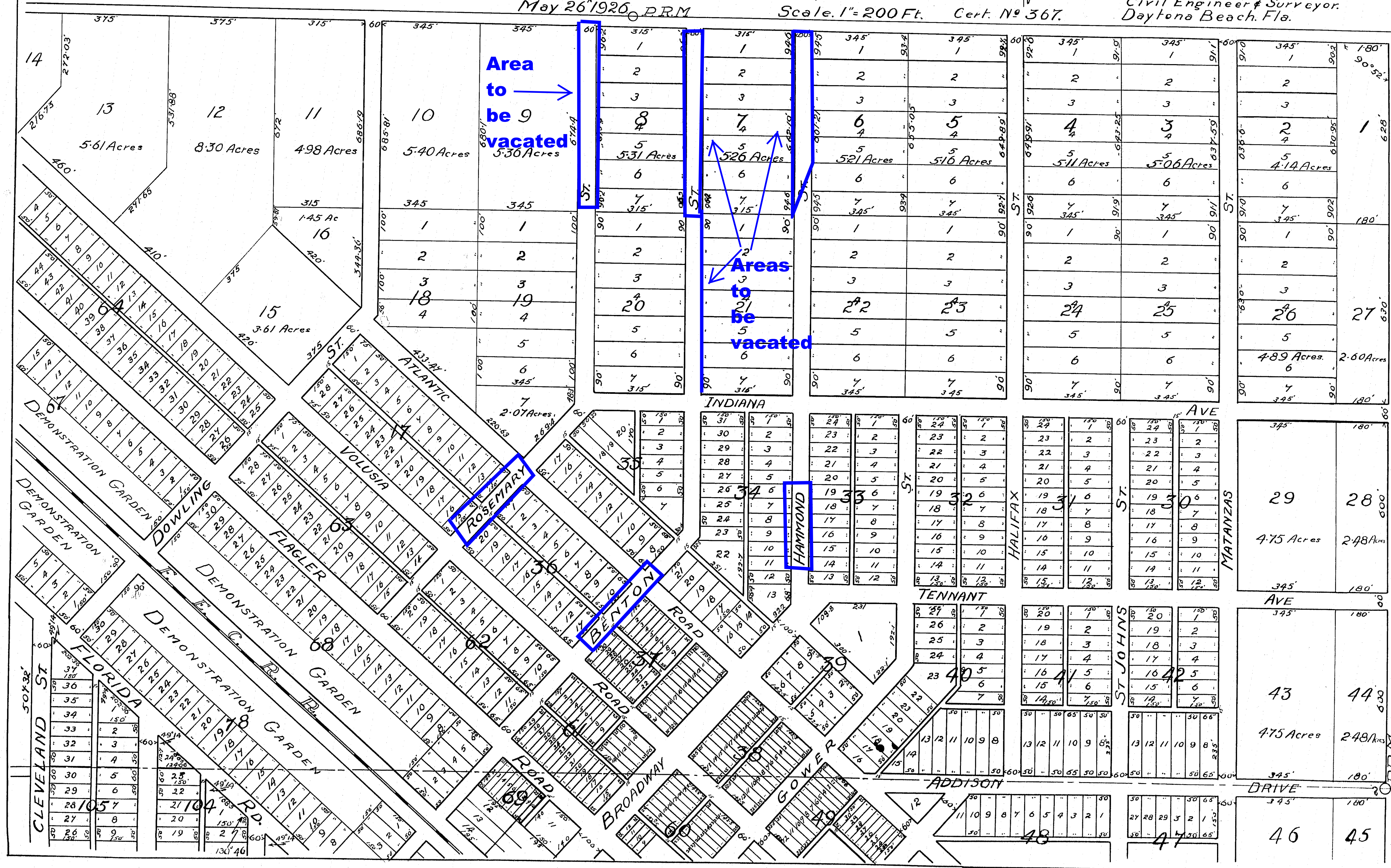
JUN 16 1928

ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

D. C. Clerk Circuit Court.

George A. Graham
Civil Engineer & Surveyor
Daytona Beach, Fla.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
313601210050, 313601070010, 3125080000014 and 312501690010*

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Domning". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, FL 32114

corey@storchlawfirm.com

August 3, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way, National Gardens, Map Book 10, Page 250, Public Records of Volusia County, Florida. Parcel Numbers: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 and 312501690010. Please accept this letter as notification.

Attached request & map:



No Objection Ltr ATT
8-1-22.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

August 5, 2022

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach FL 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ADJACENT TO PARCEL NUMBERS: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 AND 312501690010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

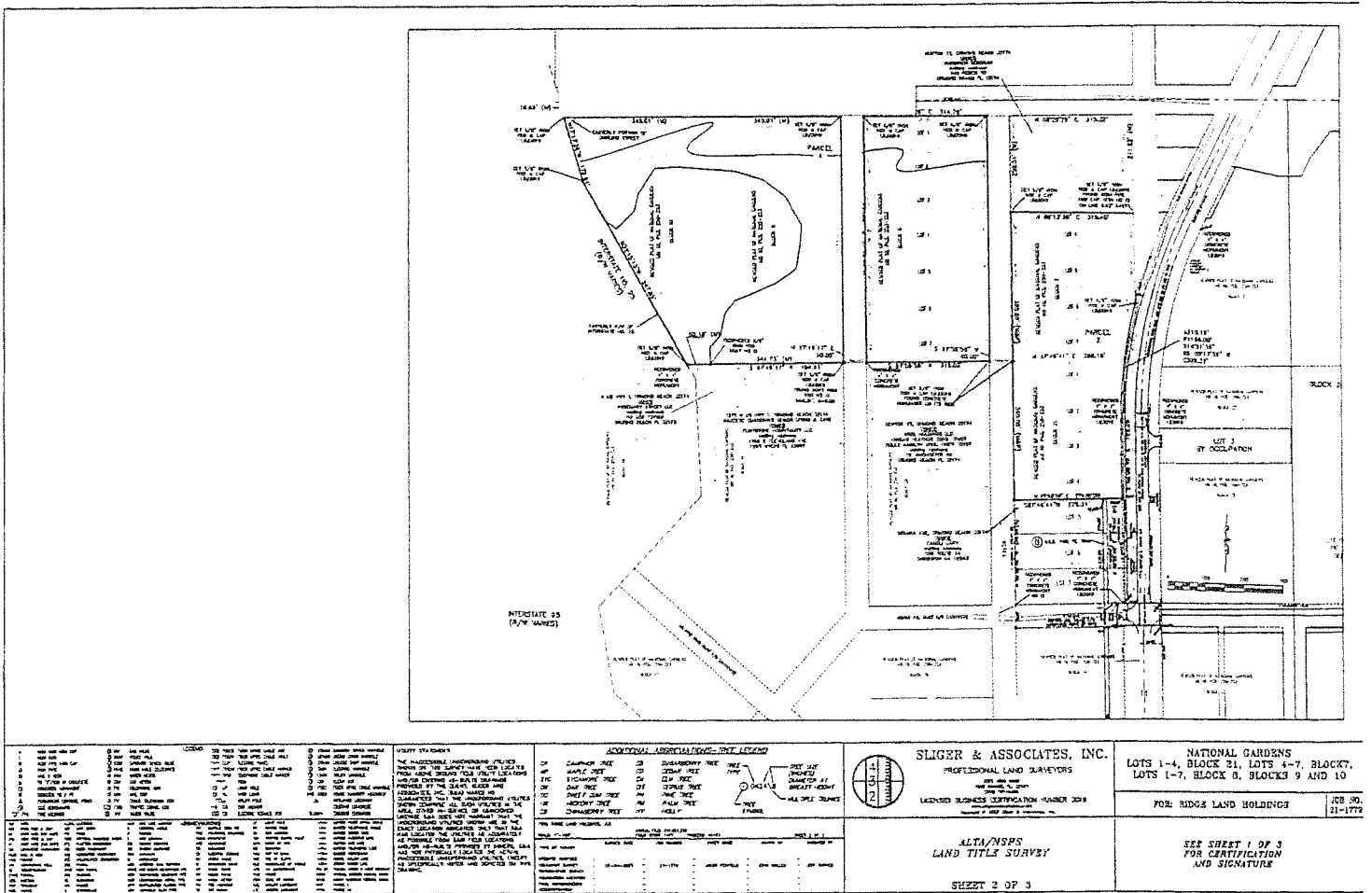
If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers:
313601200010, 313601010021, 313601210050

Please be advised that Florida Power and Light Company has no objection to the vacation of the easement described and shown on the attached Exhibit A located in Revised Plat of National Gardens Map Book 10, Pages 250-253 of the Public Records of Volusia County.

If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



City of Ormond Beach

AGENDA ITEM

October 4, 2023 - City Commission

Number:9.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-165
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Notice of Intent - Partial Right-of-Way Vacation, Hammond Street		
Summary:	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Hammond Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.55 acres of the Hammond Street right-of-way located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, located between Volusia County parcel identification numbers 3125-08-00-0014 and 3136-01-07-0010 & 3136-01-01-0021 as part of the Bradford Park subdivision. Hammond Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Hammond Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.55 acres south of Pennsylvania Avenue and north of Plantation Oaks Boulevard. The key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. As part of the application, the applicant has secured letters of no objection to the partial Hammond Street right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. The SPRC has reviewed the request and has no objection.		

	Section 17-8 of the City Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires the review of the SPRC (approved September 2, 2023), a Notice of Intent to vacate (October 4, 2023) and an Ordinance to vacate the right-of-way (October 17, 2023 and November 7, 2023).	
Financial Impact:	None	
Citizen Impact:	There is no direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Intent partial right-of-way vacation for the partial release of approximately 0.55 acres of the Hammond Street right-of-way. The SPRC approved this vacation on September 2, 2023.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 23-165 NOI, Hammond Street (P23-0172G) 2. Exhibit A, Hammond Street 3. BradfordParkParcel_Sept2023 4. National Gardens MB 10 PG 252 5. No Objection Letters	
Approval:	Kelly McGuire, Finance Director 9/15/2023 Claire Whitley, Assistant City Manager 9/21/2023 Joyce Shanahan, City Manager 9/28/2023	

RESOLUTION NO. 2023-165

A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF HAMMOND STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE AND NORTH OF PLANTATION OAKS BOULEVARD, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3125-08-00-0014, 3136-01-07-0010, AND 3136-01-01-0021; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. It is hereby declared to be the intention of the City Commission of the City of Ormond Beach, Florida, to consider the adoption of an Ordinance vacating a portion of Hammond Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue and north of Plantation Oaks Boulevard, between Volusia County parcel identification numbers: 3125-08-00-0014, 3136-01-07-0010, and 3136-01-01-0021, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. Notice of this Resolution and of the City Commission's intention to vacate the aforescribed portion of the aforementioned street shall be served by certified mail upon all persons whose property abuts on the portion of the Hammond Street right-of-way which is being considered for vacation; and notice of this Resolution and of the City Commission's intention to vacate the aforescribed portion of the aforementioned street shall be published once only

in a daily newspaper of general circulation in the City of Ormond Beach, Florida, so as to give notice to all persons whose property abuts on the portion of the said street right-of-way which is being considered for vacation and who cannot be served with such notice by certified mail.

SECTION THREE. The City Commission will meet to consider the adoption of an Ordinance vacating the aforescribed portion of the Hammond Street right-of-way and to hear any objections thereto at 7:00 P.M. on October 17, 2023 in the City Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and at 6:00 p.m. on November 7, 2023 at Calvary Christian Center, 1687 W Granada Blvd, Ormond Beach, Florida. **If any person decides to appeal any decision made by the City Commission at the said meeting with respect to this vacation, such person will need a record of the proceedings and, for such purpose, such person may need to ensure that a verbatim record (including the testimony and evidence upon which the appeal is based) of the proceedings is made.**

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

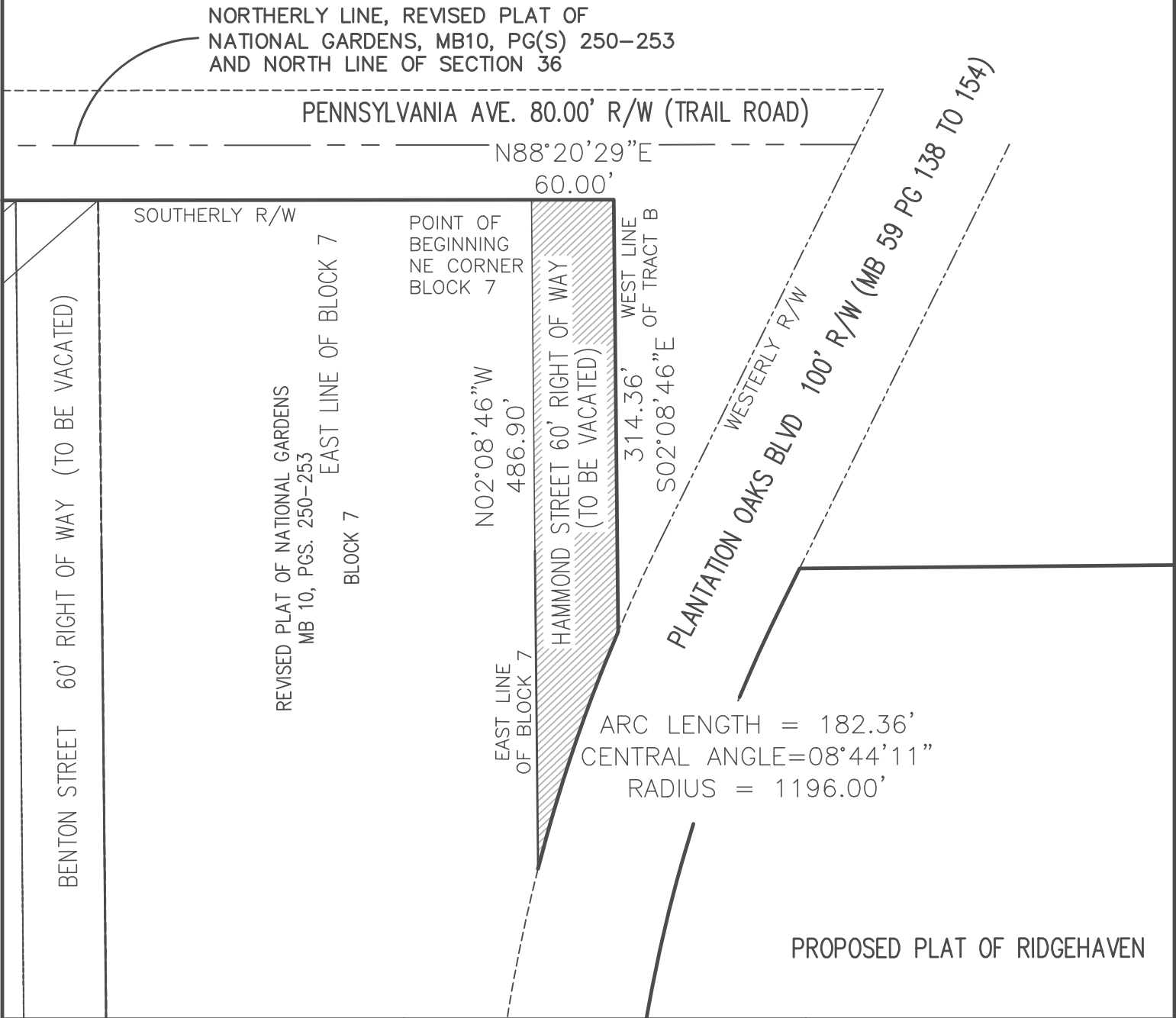
ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

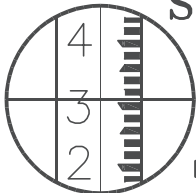
EXHIBIT "A"
Page 1 of 2

PROPOSED PLAT OF BRADFORD LAKES



PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 07/10/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPEMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF HAMMOND, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 7 RUN N88°20'29"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE FOR A DISTANCE OF 60.00 FEET TO THE WEST LINE OF TRACT B, PLANTATION OAKS BOULEVARD, MAP BOOK 59, PAGES 138-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°08'46"E ALONG THE SAID WEST LINE OF TRACT B FOR A DISTANCE OF 314.36 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100.00 FOOT WIDE RIGHT OF WAY RECORDED IN MAP BOOK 59, PAGES 138-154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1196.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE (RIGHT OF WAY LINE) FOR A DISTANCE OF 182.36 FEET THROUGH A CENTRAL ANGLE OF 08°44'11" TO THE INTERSECTION WITH THE EAST LINE OF BLOCK 7; THENCE N02°08'46"W ALONG THE EAST LINE OF BLOCK 7 FOR A DISTANCE OF 486.90 FEET TO THE POINT OF BEGINNING.

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPEMENT GROUP

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

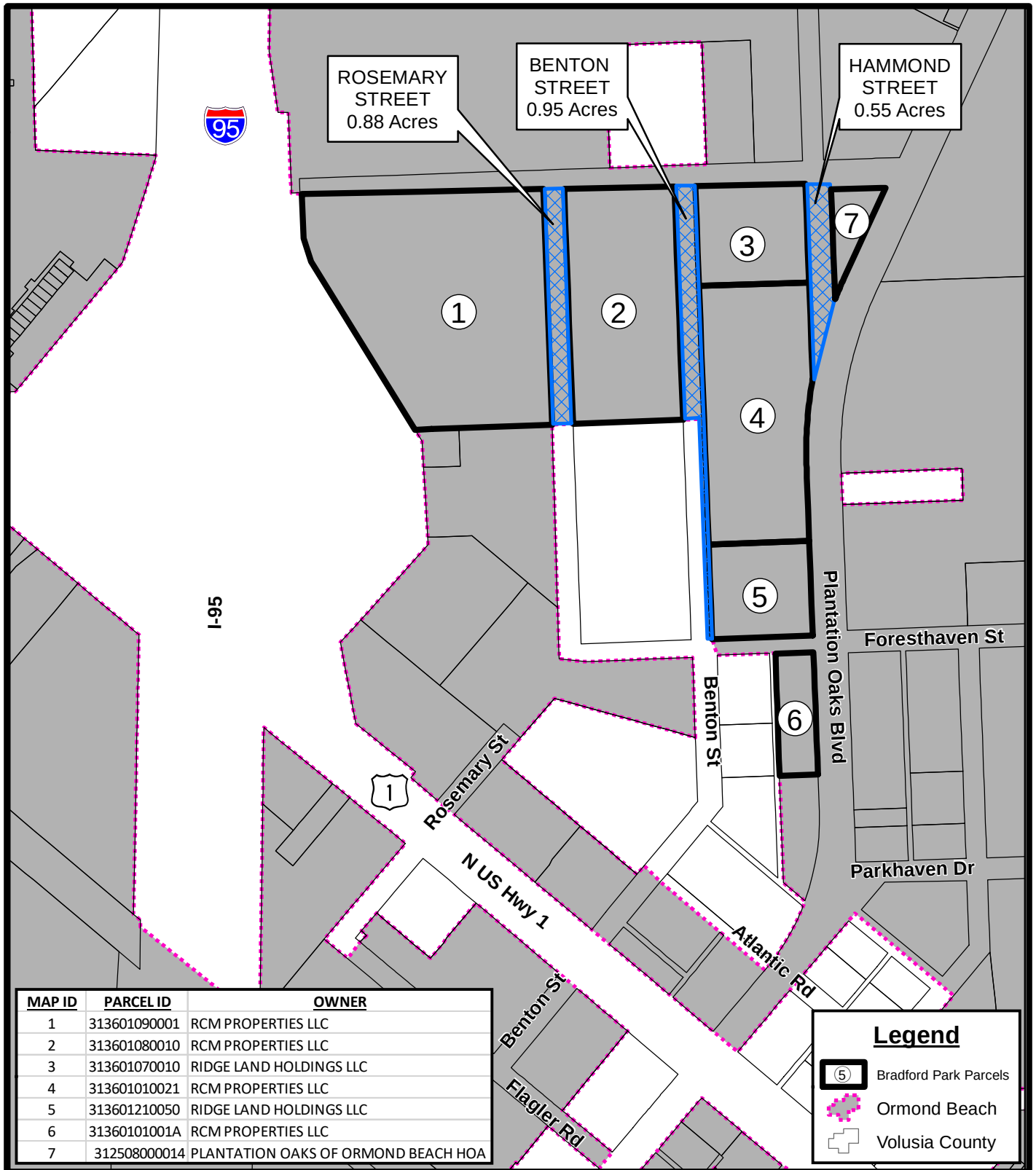
Jeffrey S Hattendorf Digitally signed by Jeffrey S Hattendorf
Date: 2023.07.11 12:13:17 -04'00'

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: 08626
CLIENT: RIDGE DEVELOPEMENT GROUP

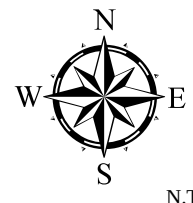
SCALE: N/A
DATE: 07/10/2023

JOB NO. 23-0012? SHEET 2 OF 2



PARCEL MAP BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - September 5, 2023





SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26th 1926 P.R.M.

Scale: 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

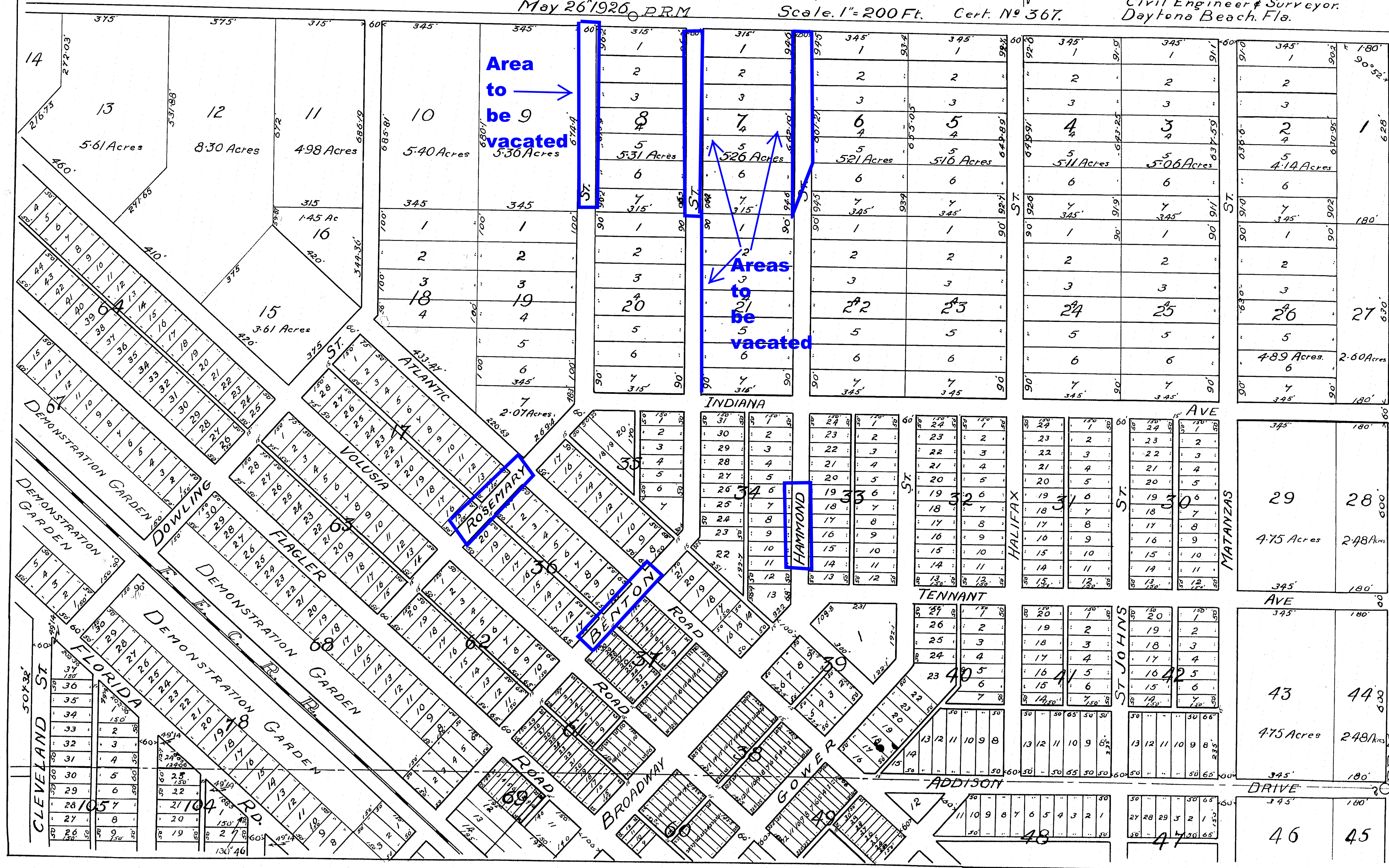
JUN 16 1928

ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

D. C. Clerk Circuit Court.

George A. Graham
Civil Engineer & Surveyor
Daytona Beach, Fla.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
313601210050, 313601070010, 3125080000014 and 312501690010*

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, FL 32114

corey@storchlawfirm.com

August 3, 2022

This is a "Letter of No Objection" to the requested vacation of proposed vacation of rights-of-way, National Gardens, Map Book 10, Page 250, Public Records of Volusia County, Florida. Parcel Numbers: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 and 312501690010. Please accept this letter as notification.

Attached request & map:



No Objection Ltr ATT
8-1-22.pdf

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

August 5, 2022

Corey D. Brown
Storch Law Firm
420 South Nova Road
Daytona Beach FL 32114

RE: PROPOSED ROW VACATION OF PLATTED RIGHT-OF-WAY NATIONAL GARDENS, MAP BOOK 10, PAGES 250. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ADJACENT TO PARCEL NUMBERS: 313601090001, 313601080010, 313601070010, 313601010021, 3125080000014 AND 312501690010.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

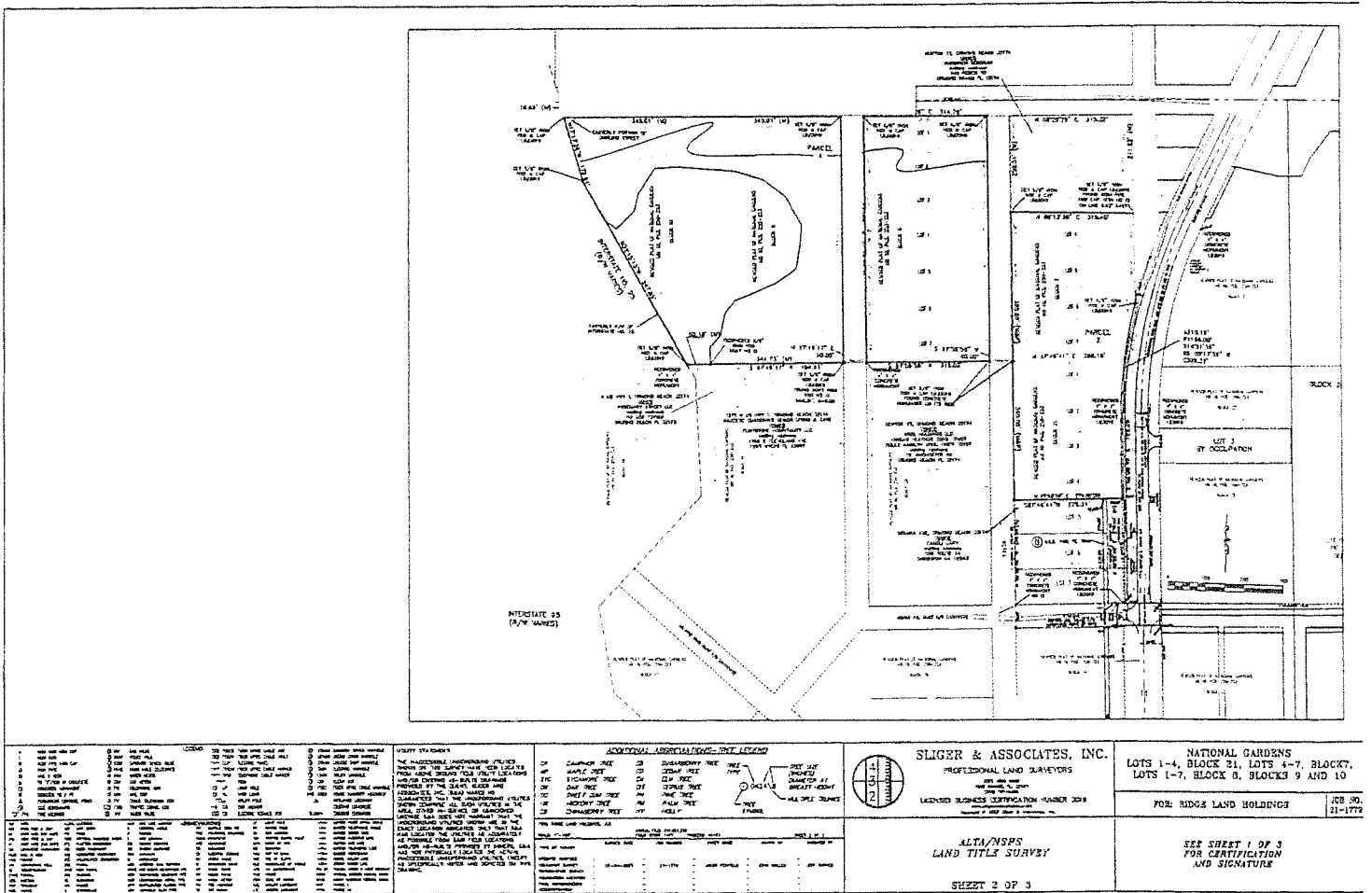
If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers:
313601200010, 313601010021, 313601210050

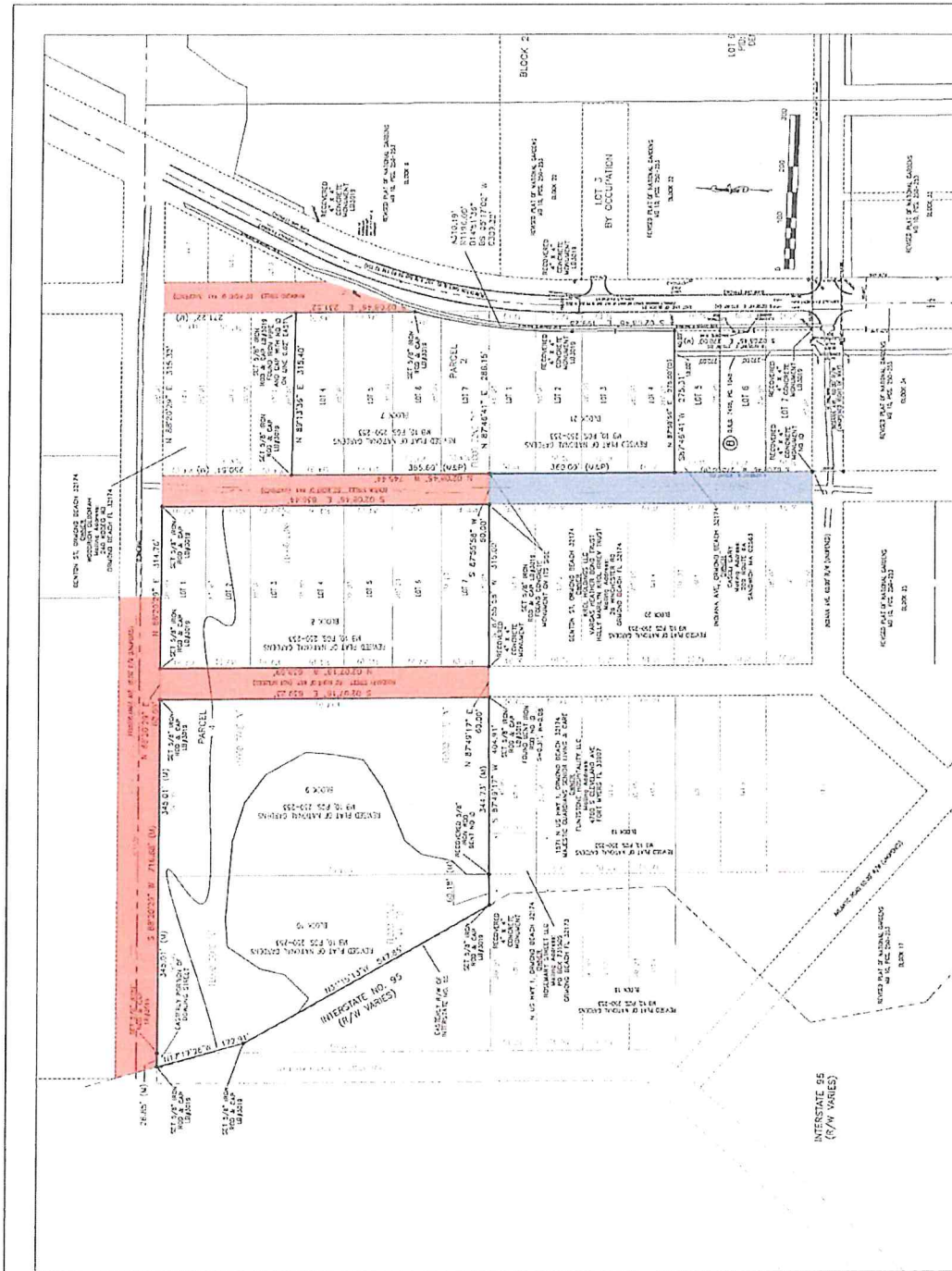
Please be advised that Florida Power and Light Company has no objection to the vacation of the easement described and shown on the attached Exhibit A located in Revised Plat of National Gardens Map Book 10, Pages 250-253 of the Public Records of Volusia County.

If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



SLIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 1000 N. 10TH ST., SUITE 100 DENVER, CO 80202 LICENSED BUSINESS CERTIFICATION NUMBER 3616 Copyright © 2007 Sliger & Associates, Inc.		NATIONAL GARDENS LOTS 1-4, BLOCK 21, LOTS 4-7, BLOCK 7, LOTS 1-7, BLOCK 8, BLOCKS 9 AND 10 FOR: RIDGE LAND HOLDINGS JOB NO. 21-1779	
		SEE SHEET 1 OF 3 FOR CERTIFICATION AND SIGNATURE	
ADDITIONAL ABREVIATIONS—TREE LEGEND CYP CYPRESS TREE MAPLE MAPLE TREE SYC SYCAMORE TREE SHED SHED TREE HICKORY HICKORY TREE DOGWOOD DOGWOOD TREE FOR: RIDGE LAND HOLDINGS, LLC DATE: 10/1/07 DRAWN BY: J. L. SLIGER CHECKED BY: J. L. SLIGER SCALE: 1" = 40'		ALTA/NSPS LAND TITLE SURVEY SHEET 2 OF 3	



City of Ormond Beach AGENDA ITEM

October 4, 2023 - City Commission

Number:9.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-166
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Notice of Intent - Partial Right-of-Way Vacation, Rosemary Street		
Summary:	This is a request for a Notice of Intent to vacate resolution for a portion of the unopened Rosemary Street right-of-way as part of the Bradford Park subdivision. The Site Plan Review Committee (SPRC) received an application from RCM Properties, L.L.C., Ridge Land Holdings LLC, and Plantation Oaks of Ormond Beach Homeowners Association, Inc. for a partial vacation of approximately 0.88 acres of the Rosemary Street right-of-way located south of Pennsylvania Avenue and located between Volusia County parcel identification numbers 3136-01-09-0001 and 3136-01-08-0010 as part of the Bradford Park subdivision. Rosemary Street was platted as a right-of-way with the Revised Plat of National Gardens plat recorded in 1926. Rosemary Street is not an improved right-of-way. The application seeks to vacate an area of approximately 0.88 acres internal to the Bradford Park subdivision. The key consideration for a right-of-way vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use. As part of the application, the applicant has secured letters of no objection to the partial Rosemary Street right-of-way vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. The SPRC has reviewed the request and has no objection. Section 17-8 of the City Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) and requires the		

	review of the SPRC (approved September 2, 2023), a Notice of Intent to vacate (October 4, 2023) and an Ordinance to vacate the right-of-way (October 17, 2023 and November 7, 2023).						
Financial Impact:	None						
Citizen Impact:	There is no direct citizen impact. The purpose of the partial right-of-way vacation is to remove the platted streets from 1926 to allow a subdivision with its own dedication of public streets.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Intent partial right-of-way vacation for the partial release of approximately 0.88 acres of the Rosemary Street right-of-way. The SPRC approved this vacation on September 2, 2023.						
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341						
Attachments:	1. 23-166 NOI, Rosemary Street (P23-0173G) 2. Exhibit A, Rosemary Street 3. BradfordParkParcel_Sept2023 4. National Gardens MB 10 PG 252 5. No Objection Letters						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>9/15/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>9/21/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>9/28/2023</td> </tr> </table>	Kelly McGuire, Finance Director	9/15/2023	Claire Whitley, Assistant City Manager	9/21/2023	Joyce Shanahan, City Manager	9/28/2023
Kelly McGuire, Finance Director	9/15/2023						
Claire Whitley, Assistant City Manager	9/21/2023						
Joyce Shanahan, City Manager	9/28/2023						

RESOLUTION NO. 2023-166

A RESOLUTION DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER VACATING A PORTION OF ROSEMARY STREET, A PLATTED PUBLIC RIGHT-OF-WAY SOUTH OF PENNSYLVANIA AVENUE, LOCATED BETWEEN VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBERS: 3136-01-09-0001 AND 3136-01-08-0010; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. It is hereby declared to be the intention of the City Commission of the City of Ormond Beach, Florida, to consider the adoption of an Ordinance vacating a portion of Rosemary Street, a sixty foot (60.0') right-of-way platted within the revised plat of National Gardens recorded in Volusia County Map Book 10, Page 252; said right-of-way being located south of Pennsylvania Avenue, between Volusia County parcel identification numbers: 3136-01-09-0001 and 3136-01-08-0010, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. Notice of this Resolution and of the City Commission's intention to vacate the aforescribed portion of the aforementioned street shall be served by certified mail upon all persons whose property abuts on the portion of the Rosemary Street right-of-way which is being considered for vacation; and notice of this Resolution and of the City Commission's intention to vacate the aforescribed portion of the aforementioned street shall be published once only in a daily newspaper of general circulation in the City of Ormond Beach, Florida, so as to give notice to all persons whose property abuts on the portion of the said street right-of-way which is

being considered for vacation and who cannot be served with such notice by certified mail.

SECTION THREE. The City Commission will meet to consider the adoption of an Ordinance vacating the aforescribed portion of the Rosemary Street right-of-way and to hear any objections thereto at 7:00 P.M. on October 17, 2023 in the City Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and at 6:00 p.m. on November 7, 2023 at Calvary Christian Center, 1687 W Granada Blvd, Ormond Beach, Florida. **If any person decides to appeal any decision made by the City Commission at the said meeting with respect to this vacation, such person will need a record of the proceedings and, for such purpose, such person may need to ensure that a verbatim record (including the testimony and evidence upon which the appeal is based) of the proceedings is made.**

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

APPROVED AND AUTHENTICATED this 4th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 1 of 2

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS,
MB10, PG(S) 250-253 AND NORTH LINE OF SECTION 36

PENNSYLVANIA AVE. 80.00' R/W (TRAIL ROAD)

N88°20'29"E

SOUTHERLY R/W

60.00'

NE CORNER
BLOCK 9

POINT OF BEGINNING
NW CORNER
BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253

BLOCK 9

EAST LINE OF BLOCK 9 N02°07'18"W 639.23'

ROSEMARY STREET 60' RIGHT OF WAY (TO BE VACATED)

S02°07'18"E 638.69' WEST LINE OF BLOCK 8

REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253

BLOCK 8

SOUTHERLY LINE
OF BLOCK 9

SE CORNER
BLOCK 9

SW CORNER
BLOCK 8

SOUTHERLY LINE
OF BLOCK 8

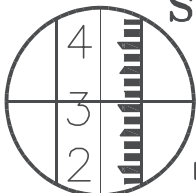
60.00'

S87°49'17"W

BENTON STREET 60' RIGHT OF WAY (UNOPENED)

PROJECT: 08626
CLIENT: RIDGE DEVELOPMENT GROUP

SCALE: N/A
DATE: 07/10/2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊙	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0012

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 25 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0012 FOR RIDGE DEVELOPEMENT GROUP.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF ROSEMARY STREET, A 60' RIGHT OF WAY LYING WITHIN THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 8 RUN S02°07'18"E ALONG THE WEST LINE OF BLOCK 8 FOR A DISTANCE OF 638.69 FEET TO THE SOUTHWEST CORNER OF BLOCK 8; THENCE S87°49'17"W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 9; THENCE N02°07'18"W ALONG THE EAST LINE OF BLOCK 9 FOR A DISTANCE OF 639.23 FEET TO THE NORTHEAST CORNER OF BLOCK 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE N88°20'29"E ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

RIDGE DEVELOPEMENT GROUP

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S Hattendorf

Digitally signed by Jeffrey S
Hattendorf
Date: 2023.07.11 12:10:33 -04'00'

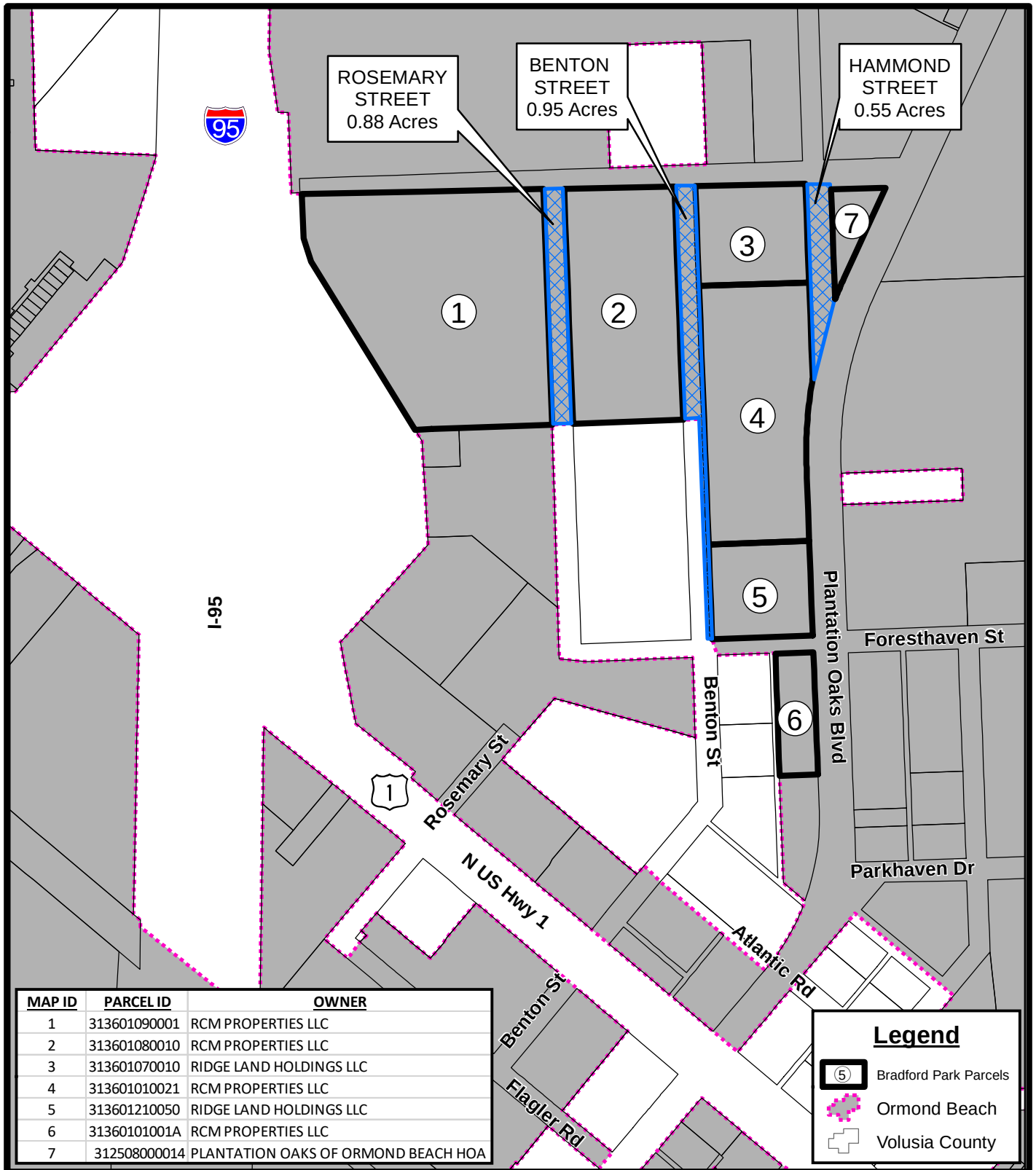
JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: 08626
CLIENT: RIDGE DEVELOPEMENT GROUP

SCALE: N/A
DATE: 07/10/2023

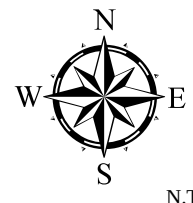
JOB NO. 23-0012

SHEET 2 OF 2



PARCEL MAP BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - September 5, 2023





SHOWING REVISED PLAT
OF
NATIONAL GARDENS

Property of
Florida East Coast Development Co.
May 26th 1926 P.R.M.

Scale: 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

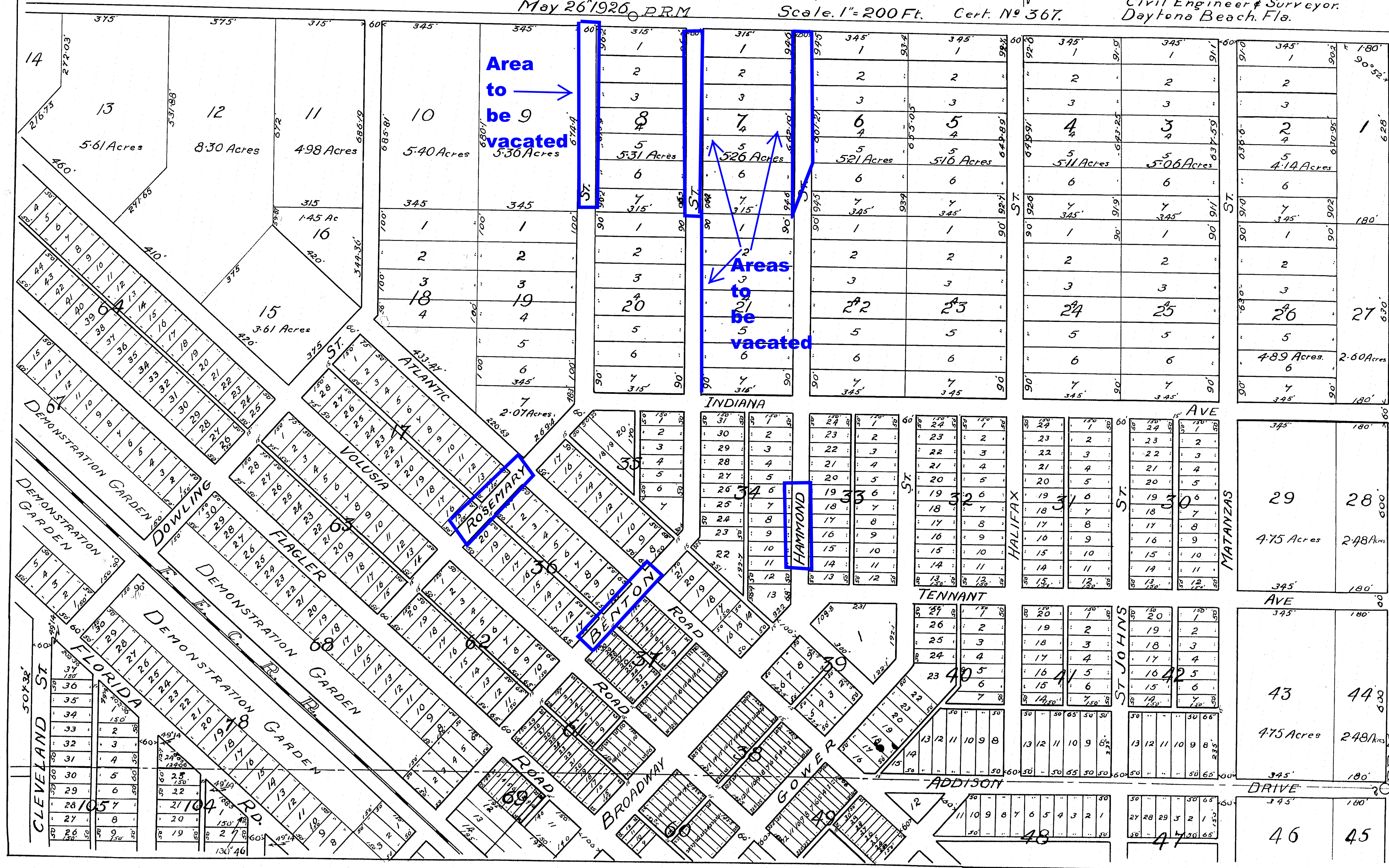
JUN 16 1928

ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Sur-
vey Laws of 1925 and filed for
record this

D. C. Clerk Circuit Court.

George A. Graham
Civil Engineer & Surveyor
Daytona Beach, Fla.





July 10, 2023

To: Corey D. Brown, Esq.
Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

*Re: Proposed Vacation of Rights-of-Way, National Gardens, Map Book 10,
Page 250, Public Records of Volusia County, Florida.
Parcel Numbers: 313601090001, 313601080010, 313601010021 and
313601210050, 313601070010, 3125080000014 and 312501690010*

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



To:

Corey D Brown, Esquire

420 South Nova Rd

Daytona Beach, Fl 32114

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August 3, 2022

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Spectrum has "no objection" to the vacation of the ROW easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

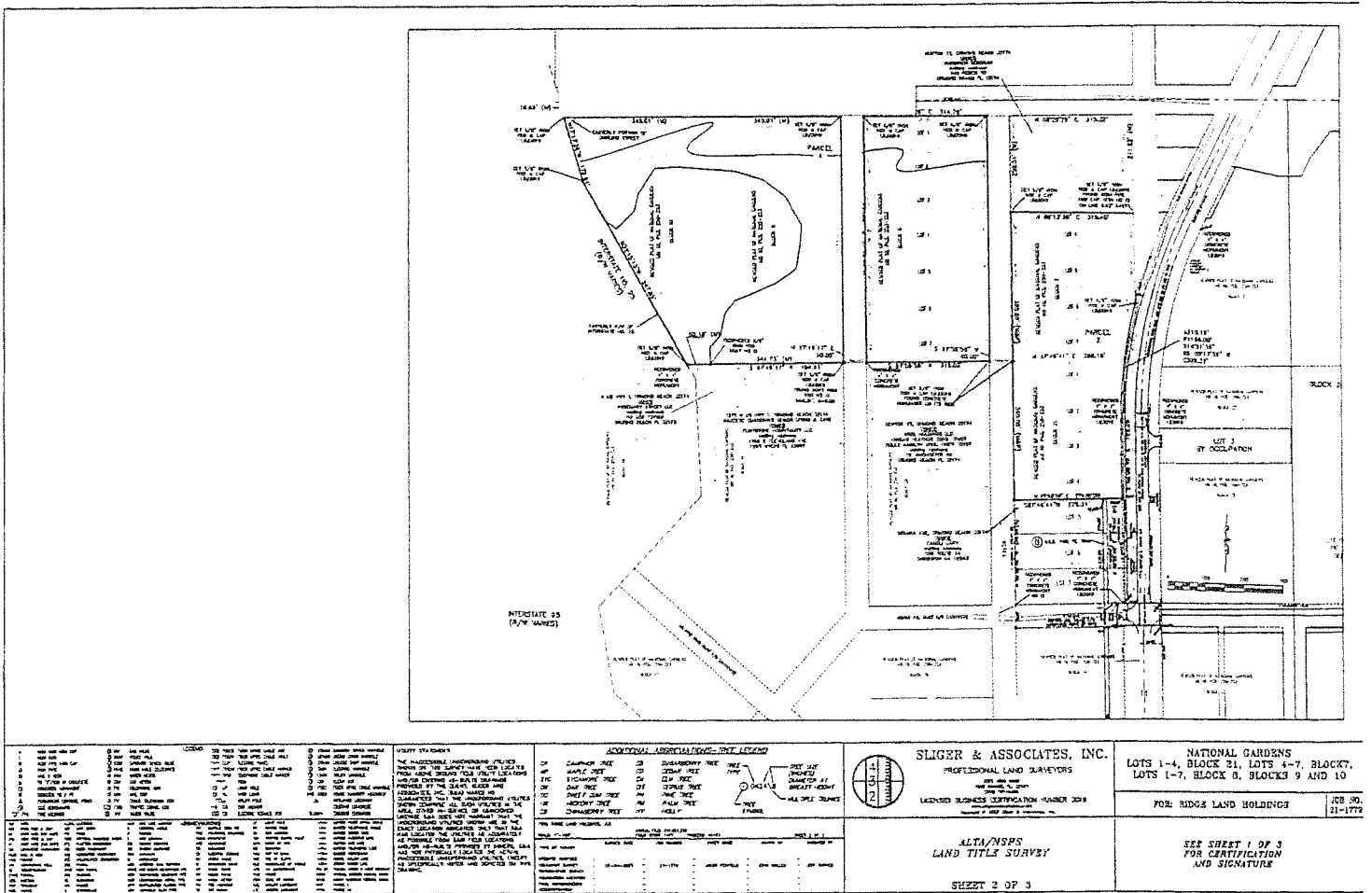
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Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

Exhibit "A"





Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax: 386-586-6420

July 31, 2023

Storch Law Firm
420 South Nova Rd
Daytona Beach, FL 32114

Re: No objection to the release of a platted right of way in parcel ID numbers:
313601200010, 313601010021, 313601210050

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If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

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Joshua Zehnder
Engineering Lead

